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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
HUNTER'S GREEN

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RICHARD L. AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

RECORD VERIFIED
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Clerk of Circuit Court
Hillsborough County, Fla.
By Sandra L. Neely, D.C.

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EXHIBITS

- A Properties Legal Description
- B DER Jurisdictional Wetlands

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HUNTER'S GREEN

This Declaration of Covenants, Conditions and Restrictions made by Markborough Florida, Inc., a Florida corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H

WHEREAS, the Declarant on the date hereof is the Owner of certain real property located in Tampa, Florida, more particularly described on Exhibit "A" hereto (hereinafter, "Properties"); and

WHEREAS, Declarant intends to develop the Properties subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, all of which are for the purpose of preserving certain portions of the Properties in perpetuity while others are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties. Such easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the Properties, and shall be binding upon all parties having or acquiring any right, title or interest in the real property described herein or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in the Properties.

ARTICLE I

DEFINITIONS

Section 1. The following words and terms when used in this Declaration or any supplemental or amended declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Allowable Residential Units" shall mean and refer to the number of Residential Units that may be constructed on each Village or the total number of Residential Units that may be built on the Properties, as the case may be, all as shown on the Site Development Plan of the Properties, as the same may be modified from time to time with the approval of the appropriate governmental agencies.

B. "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and the Bylaws of the Association as they may exist from time to time.

C. "Association" or "Master Association" shall mean and refer to Hunter's Green Community Association, Inc., a Florida corporation, its successors and assigns.

D. "Board" or "Board of Directors" shall mean the board of directors of the Association, elected in accordance with the Articles and Bylaws. Members of the Board shall be referred to as "Directors."

E. "Builder" shall mean and refer to those persons who shall enter into agreements denominated "Builder Agreements" with the Declarant for the purchase of all or a portion of a Neighborhood.

F. "City" shall mean and refer to the City of Tampa, Florida.

G. "Commercial Property" shall mean any improved or unimproved parcel of land within the Properties, which is intended and designed to accommodate retail commercial enterprises, excluding any club facility. Sites conveyed to a governmental or quasi-governmental entity for public facilities are included within this definition.

H. "Common Elements" shall mean and refer to parcels of land, together with any improvements thereon, that are within a Neighborhood and are designated for the common use of the residents of such Neighborhood.

I. "Common Expenses" shall mean and refer to that portion of expenditures for maintenance, operation and other services required or authorized to be performed by the Association which is attributable to Common Property.

J. "Common Property" shall mean and refer to those parcels of land, together with any improvements thereon, which are actually dedicated, deeded or leased to the Association and designated in such dedication, deed or lease as "Common Property." The term "Common Property" shall also include Preservation Areas and any personal property acquired by the Association

if such personal property is designated as "Common Property" in the bill of sale or instrument transferring same. Common Property shall not include those parcels of land falling within the definition of "Restricted Common Property."

K. "Conservation Areas" shall mean and refer to those areas described as "Preservation Areas" in Article X hereof.

L. "DCA" shall mean and refer to the Department of Community Affairs of the State of Florida or its successor.

M. "Declarant" shall mean Markborough Florida, Inc., a Florida corporation. Wherever the term Declarant is used in this Declaration, the Articles or Bylaws of the Association, it shall always be deemed to include its successors and assigns.

N. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and include the same as it may, from time to time, be amended.

O. "Design Review Board" shall refer to that board as established by the Board of Directors and described in Article IX hereof.

P. "Design Review Criteria" shall mean and refer to that document entitled "Design Criteria and Development Policy Standards," prepared by the Declarant, and as amended from time to time, setting forth the development standards for the Properties, and which are incorporated herein by reference.

Q. "DRB" shall mean and refer to the Design Review Board as established by the Board of the Association.

R. "Foreign Material" shall mean and refer to any substance or thing other than people, boats as permitted by the Preservation Committee of the Board, and suitable cleaning devices to remove algae and deleterious substances from the Lakes.

S. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering Residential Property, Commercial Property, Membership Recreational Facilities or a Residential Unit, which owner and holder of said mortgage shall be a bank, savings and loan association, insurance company, a pension fund, a real estate investment trust, a mortgage banker, mortgage broker, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal or State agencies, or other like business entity. "Institutional Lender" shall also mean the Declarant or its affiliates and Declarant's acquisition and development lender(s), its (their) nominees or assignees.

T. "Lake" or "Lakes" shall mean and refer to those man-made open bodies of water shown on the Site Development Plan.

U. "Maintenance" shall mean, but not be limited to, the following in connection with the Properties: cleanup, landscaping and grounds care and other services related to lakes and stormwater facilities, painting and structural upkeep of improved properties, roads, sidewalks, bridges, boardwalks, bike paths and right-of-way repair and all other such functions incidental to the services of the Association. Maintenance, when used in

respect to "Preservation Areas" as defined herein, shall mean the care and cleaning of such areas so as to keep such areas free of trash and any material not usually found in such an area not inhabited by man.

V. "Member" shall mean and refer to any Owner who is a member of the Association as provided in Article III hereof.

W. "Membership Recreational Facilities" shall mean those areas on the Site Development Plan designated as golf course, clubhouse and fitness center, as well as all other lands designated or set aside for recreational purposes, developed by the Declarant from time to time, and at the time of development are designated as part of a club where membership is controlled by the Declarant and for which membership a fee is charged.

X. "Neighborhood" shall mean any residential parcel of land within the Properties, as such parcels are shown on the Site Development Plan, as such plan may be amended from time to time, and as such parcels may change in number or configuration pursuant to any plat or replat by the Declarant.

Y. "Neighborhood Association" shall mean a condominium, cooperative or homeowners' association formed to operate and maintain Residential Units.

Z. "Notice" shall mean delivery of any document by mail with postage prepaid to the last known address, according to the Association's records of the person or entity who appears as Owner in the records of the Association. Notice to one, two or more co-owners shall constitute notice to all Owners.

AA. "Open Space" shall mean that portion of the Properties that is desirable for preservation in its natural or developed state for ecological or recreational purposes and shall include Preservation Areas, as defined herein.

BB. "Owner" shall mean and refer to the Owner as shown by the records of the Association, whether it be the Declarant, one or more persons, firms, associations, corporations, or other legal entities of fee simple title to any Residential Unit, Residential Property, Commercial Property or Membership Recreational Facility located within the Properties. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

CC. "Preservation Areas" shall mean and refer to those areas described as "Preservation Areas" in Article X hereof.

DD. "Preservation Committee" shall mean and refer to that committee created as provided in Article X hereof for the purpose of assuring compliance with the covenants of this Declaration with respect to the Protected Areas.

EE. "Properties" shall mean and include the real property described in Exhibit "A" attached hereto and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration under the provisions of Article II hereof.

FF. "Protected Areas" shall mean and refer to "Preservation Areas," "Conservation Areas" and "Recreational Areas" as those areas are described in Article X hereof.

GG. "Recreational Areas" shall mean and refer to those areas described as "Preservation Areas" in Article X hereof.

HH. "Residential Property" shall mean any parcel of land located within the Properties which is intended for use as a site for one or more Residential Units which has not been conveyed to an Owner intending to occupy the Residential Unit for residential purposes.

II. "Residential Unit" shall mean and refer to any improved property intended for use as a single-family dwelling, including, but not limited to, any single family detached dwelling, patio home, condominium unit, garden home, townhouse unit or cooperative apartment unit located within the Properties. For the purposes of this Declaration, any such single family dwelling shall not be deemed to be improved until a certificate of occupancy has been issued by the appropriate governmental authorities for the single family dwelling constructed on said parcel or until said single family dwelling is determined by the Association, in its reasonable discretion, to be substantially complete.

JJ. "Restricted Common Expenses" shall mean and refer to that portion of expenditures for maintenance, operation and other services required or authorized to be performed by the Association which is attributable to Restricted Common Property.

KK. "Restricted Common Property" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually dedicated, deeded or leased to the Association and designated in said dedication, deed or lease as "Restricted Common Property" and are designated for use by less than all the Members of the Association. The term "Restricted Common Property" shall also include any personal property acquired by the Association if said property is designated as "Restricted Common Property" in the bill of sale or instrument transferring same. The dedication, deed or lease to the Association of any Restricted Common Property shall describe the portion of the Properties to which it is appurtenant.

LL. "Reviewing Entities" shall mean and refer to the DCA, City and TBRPC, as those terms are defined in this Article I.

MM. "Site Development Plan" shall mean and refer to the plan for the development of the Properties as a planned community as prepared by Declarant (including all phases of and amendments made to that plan).

NN. "Stormwater Management System" shall mean that portion of the Properties consisting of swales, inlets, culverts, lakes, outfalls, storm drains, wetlands, mitigated wetlands and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water.

OO. "TBRPC" shall mean and refer to the Tampa Bay Regional Planning Council, or its designated successor.

PP. "Voting Representative" shall mean that person elected by the Members of each Neighborhood Association in accordance with the provisions of the documents creating such Association as provided in Article V hereof.

QQ. "Turnover" shall mean the transfer of operation of the Association by the Declarant as described in Article XII hereof.

RR. "Voting Member" shall mean the Declarant as to votes allocated to it and any Voting Representative.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 1. Property. The real property which shall be held, transferred, sold, conveyed, given, donated, leased or occupied subject to this Declaration is described in Exhibit "A" attached hereto and made a part hereof by reference. The Declarant intends to develop the Properties in accordance with the Site Development Plan, but hereby reserves the right to review and modify the Site Development Plan from time to time without the approval of any person including the Association or any Neighborhood Association until such time as the control of the Association is turned over to the Members other than the Declarant, except as provided in Article XV.

The Declarant shall not be responsible or liable to the Members or Owners for failing to follow any predetermined order of improvement and development within the Properties; and it may

bring within this Declaration additional lands and develop them before completing the development of the Properties. The Declarant shall have the full power to add to, or make changes in the Site Development Plan regardless of the fact that such actions may alter the relative voting strength of the membership of the Association.

ARTICLE III

MASTER AND NEIGHBORHOOD ASSOCIATIONS

Section 1. Operation of the Properties.

A. Introduction and Membership.

The Properties shall be managed by a Master Association established by the Declarant as a Florida corporation for profit or not-for-profit; provided, however, that the Membership Recreational Facilities shall be managed as set forth in Section 5 of this Article III. That Association shall be responsible for the governance of the entire community of Hunter's Green. By acceptance of a deed to any portion of the Properties, each Grantee thereof, whether an initial purchaser of Residential Property or a Residential Unit Owner agrees to be bound and abide by the terms of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association established from time to time. Purchasers of Commercial Property shall also be so bound to the extent provided in this Declaration. In addition, the family, guests, invitees and tenants of the Owners shall,

while in or on the Properties, abide and be bound by the provisions of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association.

B. Voting Representation of the Master Association.

One (1) representative shall be elected from each Neighborhood Association to be formed by the Owner or Owners of each of the Neighborhoods, which formation shall be not later than the time of the first conveyance of a Residential Unit within a Neighborhood. Each such elected member of the Neighborhood Associations shall have one (1) vote per 100 air conditioned square feet of the residential units in the Neighborhood Association as a Voting Representative of the Master Association. The owners of the Membership Recreation Facilities and Commercial Properties shall have one (1) vote per 100 air conditioned square feet of their properties.

C. Neighborhood Associations.

It is the intent of this Declaration that each of the Neighborhoods as may be established by the Declarant by plat, replat or rezoning from time to time, shall have one or more Neighborhood Associations for the governance of Neighborhoods. The Owner forming the Neighborhood Association must make provision as hereafter provided for even and fair representation on the governing board of the Neighborhood Association. The Declarant shall review the documentation creating the Neighborhood Association and shall, in its discretion, require such changes in the documentation so as to assure fair and representative governance of the Neighborhoods.

Section 2. Organization and Turnover of the Master Association.

A. Organization.

The Declarant shall organize the Association. The Board of Directors shall consist of no more than twenty and not less than three directors. During the time the Declarant shall have the right to control the Association as herein provided there shall be at least three Directors and Declarant shall have the right to appoint a majority of them. The date of organization of the Association shall be not later than the date of conveyance of the first Residential Property to a purchaser.

B. Powers of the Association.

The Association shall have the power to:

1. adopt and amend bylaws and rules and regulations;
2. adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Residential Unit Owners, and other Owners as applicable;
3. hire and discharge managing agents and other employees, agents and independent contractors;
4. institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Residential Unit Owners on matters affecting the Properties;

5. make contracts and incur liabilities;
6. regulate the use, maintenance, repair, replacement and modification of the Common Property and Restricted Common Property.
7. cause additional improvements to be made as a part of the Common Property and Restricted Common Property;
8. acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property;
9. grant easements, leases, licenses and concessions not inconsistent with this Declaration;
10. impose and receive any payments, fees or charges for the use, rental or operation of the Common Property and Restricted Common Property and for services provided to the Residential Unit Owners;
11. impose and receive charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration, the bylaws and the rules and regulations of the Association;
12. impose reasonable charges for the preparation and recordation of amendments to this Declaration and statements of unpaid assessments;

13. provide for the indemnification of its officers and Board of Directors and maintain directors' and officers' liability insurance; and

14. exercise all other powers that may be exercised in this State by legal entities of the same type as the Association contemplated herein and any and all powers necessary or proper for the governance and operation of the Association.

C. Turnover of Control.

The Declarant shall turnover the control of the Master Association to the representatives of the Neighborhood Associations at the earliest of the following:

1. January 1, 2006; or
2. upon voluntary turnover when stated in writing by the Declarant; or
3. at the date following January 1, 1996 when ninety per cent (90%) of the Allowable Residential Units have been conveyed to Residential Unit Owners.

Section 3. Declarant Rights in the Association. The Declarant shall be entitled to appoint one (1) member of the Board of Directors for as long as the Declarant is either 1) the Owner of any of the Properties which it offers for sale in the ordinary course of its business; or 2) is the Owner of the Membership Recreational Facilities or other amenity created and operated by Declarant on the Properties. While the Declarant is

entitled to representation on the Board, whether the Declarant exercises that right to appointment or not, the Board shall have no authority to, and shall not, undertake any action which shall:

(a) prohibit or restrict in any manner the sales and marketing program of the Declarant or any Residential Property Owner;

(b) decrease the level of maintenance services of the Association performed by the initial Board of Directors.

(c) make any special or individual assessment against, or impose any fine upon, the Declarant's property or the Declarant;

(d) change the membership of the Design Review Board, diminish its powers as stated herein or change the Design Criteria;

(e) alter or amend any Declaration, any subsequent amendment thereto, the Articles or Bylaws;

(f) modify, amend or alter the Site Development Plan;

(g) terminate or cancel any contracts of the Association entered into while the initial Board of Directors was in office;

(h) terminate or waive any rights of the Association under this Declaration;

(i) convey, lease, mortgage, alienate or pledge any easements, Common Property or Restricted Common Property of the Association;

(j) accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association;

(k) terminate or cancel any easements or assessments of any Neighborhood Association;

(l) terminate or impair in any fashion any easements, powers or rights of the Declarant hereunder;

(m) restrict the Declarant's right of use, access and enjoyment of any of the Properties; or

(n) cause the Association to default on any obligation it has under any contract or under this Declaration,

unless the Declarant consents to the action. The Declarant's consent shall be exercised by its appointee on the Board or other person designated to so act by the Declarant.

Section 4. Rights Concerning Preservation Areas. The rights, duties and restrictions set forth in Article X hereof are for the purpose of preserving in perpetuity certain areas of the Properties and no such rights shall be altered or abridged by the Association, without the approval of the Reviewing Entities.

Section 5. Operation of the Membership Recreational Facilities.

A. Introduction.

The operation of the Membership Recreational Facilities shall be separate and distinct from the operation of the Properties; provided, however, that by this Declaration, the Declarant and its successors in interest covenants that it will be bound and will abide by the restrictions and terms of this Declaration. The governance of the Membership Recreational Facilities shall be divided into classes as follows:

Any golf course, associated clubhouses, tennis courts, fitness facilities and related facilities ("Country Club").

By the provisions of this Article, the Declarant shall have the right, but not the obligation, to provide the Membership Recreational Facilities. If such facilities are not constructed, the sites set forth on the Site Development Plan for such facilities will be utilized as provided in Article X, Section 1(C) hereof. If any Membership Recreational Facilities shall be constructed, they shall be governed by the provisions hereof.

Right to use the Membership Recreational Facilities will be on such terms and conditions as may be promulgated from time to time by the Declarant or its successors in interest, which terms and conditions shall not be inconsistent with the provisions of this Declaration. The Declarant shall have the right, from time to time, in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Membership Recreational Facilities, specifically including, without

limitation, the terms of and eligibility for use, privileges available to users of such facilities, the categories of use and the number of users permitted to use any of the Membership Recreational Facilities, to reserve use rights for future Residential Unit Owners or to terminate any and all use rights.

Ownership of a Residential Unit or Residential Property does not confer any ownership, ownership rights or use rights in the Membership Recreational Facilities. Persons in the future who are permitted to use the Membership Recreational Facilities, as they may exist from time to time, shall not acquire a vested right to continue to use such facilities.

Membership in the Country Club is separate and distinct from membership in the Association or any Neighborhood Association. Residential Unit Owners shall have the right to apply for membership in either club on terms and conditions established and existing for the club at the time the Owner's subscription for a membership is submitted. In the event an Owner is accepted as a member of such club, he shall be subject to such documents and such rules and regulations of the club as are established and existing at the time of his acceptance, as the same may be amended from time to time, and shall be required to pay such membership contributions, initiation fees, dues and other amounts as may be required by such club from time to time.

B. Organization and Declarant Rights.

1. The Declarant and its successors in title shall have the following powers and duties in addition to those set forth in the documents of the corporation owning any such Country Club, or granted or imposed by the State of Florida:

(a) the duty to maintain in a good condition any Country Club without the imposition of any charge therefor upon the Association or any Neighborhood Association or the Residential Unit Owners except those who may be members of the golf club associated therewith;

(b) to protect the natural habitat of wetlands and uplands along the perimeter or adjacent to the Country Club by prohibiting entry as appropriate and (in cooperation with the Association and the Preservation Committee) keeping adjacent portions of the wetlands and uplands free of Foreign Material.

2. The Country Club shall have such members as the board of directors of the Country Club shall decide from time to time. Membership shall not necessarily be limited to Residential Unit Owners but may include members of the general public. Similarly, membership may be limited to Residential Unit Owners at the discretion of the board of directors of the Country Club.

3. Membership in the Country Club, unless the Country Club is converted to an equity membership club, shall be a license cancellable in the sole discretion of the board of directors of the Country Club after granting to the license holder notice of termination of the license and a hearing.

4. The Association shall have the power to levy any portion of the Common Expenses or other tax, charge or assessment against the Country Club.

5. The Declarant and its successors shall have the absolute right to discontinue the operation of the Country Club, or to sell or otherwise dispose of the real and personal property of the Country Club, or any portion thereof, in any manner whatsoever, and to any person or entity, or to convert the Country Club to any equity membership club, at any time and without the approval of Owners or any other person or entity; provided, however, such person or persons must comply with the provisions of this Declaration. In the event the Declarant shall decide to sell the Country Club to the membership of the Country Club, it may do so upon such terms and at such times as it may decide in its sole and unrestricted discretion, subject to the provisions of Article X Section 1(C)(2)(a).

ARTICLE IV

FUNCTIONS OF MASTER ASSOCIATION

Section 1. Services. The Association shall provide the following services:

A. Maintenance of all Common Property, Restricted Common Property and all city, county, district or municipal properties to the extent permitted by any governmental authority which are located within or in a reasonable proximity to the Properties to the extent that their deterioration would adversely affect the appearance of the Properties. The Association shall adopt standards of maintenance and operation required by this and other subsections within this Section 1 which are, at the very least, as stringent as those adopted and/or followed by other first-class developments similar to Hunter's Green. The Declarant shall, in its reasonable discretion, determine whether such standards adopted by the Association meet the requirements herein.

B. Maintenance of any real property located within the Properties upon which the Association has accepted an easement for such maintenance by duly recording an instrument granting such easement to the Association executed and delivered by the Owner of such property to the Association.

C. Maintenance of Lakes owned by the Association within the Properties, if and to the extent permitted by any governmental authority having jurisdiction thereof. Maintenance as used in this Subsection shall include, but not be limited to, the preservation of any Lakes as bodies of water in an ecologically sound condition to be used for such water activities as may be determined and allowed from time to time by the Association. The Declarant shall, in its reasonable discretion, determine whether appearance of the properties described in this Subsection or Subsection A above would be adversely affected.

D. The Association's responsibility for the Maintenance of the Common Property shall specifically include, but shall not be limited to, the Preservation Areas, the stormwater management system (and side drains or underdrains) associated therewith, and other facilities permitted therein.

E. Insect, pest and aquatic control to the extent that it is necessary or desirable in the judgment of the Association to supplement the service provided by the state and local governments.

F. Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or Bylaws.

G. Conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial and communication services informing Members of activities, notices of meetings and other important events.

H. Purchasing general liability and hazard insurance covering improvements and activities on the Common Property and Restricted Common Property on a current replacement cost basis in an amount not less than one hundred per cent (100%) of the insurable value, and directors' and officers' liability and other insurance as the Board deems necessary. Hazard insurance pro-

ceeds for losses to any Common Property or Restricted Common Property may not be used other than for repair, replacement or reconstruction of such property.

I. Establishing and operating the Design Review Board as provided in this Declaration.

J. Publishing and enforcing such rules and regulations as the Board deems necessary.

K. Maintenance of and providing for lighting of roads, sidewalks, walking and bike paths throughout the Properties.

L. Garbage and trash collection and disposal, where not provided by municipal or licensed Services.

M. Conducting recreation, sport, craft and cultural programs of interest to Members, their families, tenants and guests and charging admission fees for the operation thereof.

N. Constructing improvements on Common Property, Restricted Common Property and easements as may be required to provide the services as authorized in this Section 1 of this Article.

O. Protection and security, including but not limited to the employment of security guards, maintenance of control centers for the protection of persons and property within the Properties, installation, operation and maintenance of security communication systems by the Association or a contractual

designee of the Association, and assistance in the apprehension and prosecution of persons who violate the laws of Florida within the Properties, all in the discretion of the Association.

P. Maintenance of all Preservation Areas in a clean and natural condition in the manner set forth herein.

Q. The Association shall have the absolute right and privilege to enter any Neighborhood at all reasonable times to correct a defect or abate a nuisance if it shall have given the Owner or the appropriate Neighborhood Association twenty-four (24) hours' notice of the nuisance or defect or of violation of an Association rule that the Board reasonably believes to be a nuisance or violation and such has not been corrected.

Section 2. Obligation of the Association. The Association shall carry out any of the functions and services specified in Section 1 of this Article with the proceeds first from annual assessments and then, if necessary, from special assessments. The functions and services allowed in Section 1 of this Article to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors taking into consideration proceeds of assessments and the needs of the Members. The functions and services which the Association is authorized to carry out or to provide, may be added to or reduced at any time upon the affirmative vote of a majority of the Board of Directors.

Section 3. Mortgage and Pledge. The Board of Directors shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association in performing its functions.

Section 4. Conveyance to Association. The Association shall be obligated to accept any and all conveyances to it by Declarant of fee simple title, easements or leases to Common Property or Restricted Common Property.

Section 5. Conveyance by Association. The Association shall be empowered to delegate or convey any of its functions or properties to any governmental unit for public utilities or for other public purposes, or to any private entity so long as the use is consistent with the intended use of such property. Any such delegation or conveyance to any governmental unit shall be only upon the approval and acceptance thereof.

Section 6. Association Actions Requiring Approval. After the occurrence of the Turnover meeting as referred to in Article III, Section 2 C, unless at least two-thirds (2/3) of the Owners of Residential Units have given their prior written approval, the Association, shall not be entitled to:

A. by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Property or Restricted Common Property owned, directly or indirectly, by the Association for the benefit of the Residential Units (the granting of easements for public utilities or for other public pur-

poses consistent with the intended use of such Common Property or Restricted Common Property shall not be deemed a transfer within the meaning of this clause);

B. change the method of determining the obligations, assessments, dues or other charges which may be levied against a Residential Unit Owner;

C. by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Residential Units, the exterior maintenance of Residential Units, the maintenance of the Common Property or Restricted Common Property party walks or common fences and driveways or the upkeep of lawns and plantings in Hunter's Green;

D. fail to maintain fire and extended coverage on insurable Common Property or Restricted Common Property on a current replacement cost basis in an amount not less than one hundred per cent (100%) of the insurable value (based on current replacement cost);

E. use hazard insurance proceeds for losses to any Common Property or Restricted Common Property for other than the repair replacement or reconstruction of such Common Property or Restricted Common Property.

Any such action shall not materially and adversely affect the beneficial use and enjoyment by the residents of Residential Units.

Section 7. Association Actions Requiring Approval of Governmental and Regulatory Agencies.

No action or enactment by the Association or its Board shall contravene or violate any provision of Article X hereof and to the extent of such contravention or violation the action of the Board or the Association shall be void.

ARTICLE V

NEIGHBORHOOD ASSOCIATIONS

Section 1. Requirements. All Neighborhood Associations to be formed hereunder shall meet the following requirements:

A. At least one Neighborhood Association must be organized within a Neighborhood no later than the date title to the first Residential Unit in the Neighborhood is conveyed. The membership of such Neighborhood Association at all times shall consist of the Builder of a Neighborhood until such time as the Builder has turned over control of such Neighborhood Association to the Residential Unit Owners owning units in such Neighborhood.

B. (1) Subject to the provisions of this Declaration, the Neighborhood Association may:

(a) adopt and amend bylaws and rules and regulations;

(b) adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Residential Unit Owners;

(c) hire and discharge managing agents and other employees, agents and independent contractors;

(d) institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Residential Unit Owners on matters affecting the Neighborhood only;

(e) make contracts and incur liabilities;

(f) regulate the use, maintenance, repair, replacement and modification of Common Elements of the Neighborhood;

(g) cause additional improvements to be made as a part of the Common Elements;

(h) acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 8 hereof.

(i) grant easements, leases, licenses and concessions through or over the Common Elements;

(j) impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Residential Unit Owners;

(k) impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, bylaws and rules and regulations of the Neighborhood Association;

(l) impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments;

(m) provide for the indemnification of its officers and maintain directors' and officers' liability insurance;

(n) assign its right to future income, including the right to receive common expense assessments, but only to the extent the Declaration expressly so provides;

(o) exercise any other powers conferred by the Declaration or Bylaws:

(p) exercise all other powers that may be exercised in this State by legal entities of the same type as the Neighborhood Association; and

(q) exercise any other powers necessary and proper for the governance and operation of the Neighborhood Association.

C. Except as provided in the Declaration or the Bylaws, a board of directors of a Neighborhood may act in all instances on behalf of the Neighborhood Association. In the performance of their duties, officers and members of the board of directors of a Neighborhood Association are required to exercise ordinary and reasonable care.

Section 2. Budget. Within thirty (30) days after adoption of any proposed budget for a Neighborhood Association, the board of directors shall provide a summary of the budget to all the Residential Unit Owners within such Neighborhood, and shall set a date for a meeting of such Residential Unit Owners to consider ratification of the budget not less than fourteen (14) or more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all such Residential Unit Owners or any larger vote specified in the Declaration reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by such Residential Unit Owners shall be continued until such time as the Residential Unit Owners ratify a subsequent budget proposed by the board of directors.

Section 3. Turnover of Control. The declaration of the Neighborhood Association may provide for a period of Builder control of the Neighborhood Association, during which period a Builder, or persons designated by him, may appoint and remove the officers and members of the board of directors. Regardless of

the period provided in the declaration, a period of Builder control terminates no later than the earlier of: (i) 180 days after conveyance of 90 per cent (90%) of the Residential Units which may be conveyed to Residential Unit Owners other than a Builder; (ii) one (1) year after all Builders have ceased to offer Residential Units for sale in the ordinary course of business; or (iii) two (2) years after any development right to add new Residential Units was last exercised. A Builder may voluntarily surrender the right to appoint and remove officers and members of the board of directors before termination of that period, but in that event he may require, for the duration of the period of Builder control, that specified actions of the Neighborhood Association or board of directors, as described in a recorded instrument executed by the Builder, be approved by the Builder before they become effective.

Section 4. Board of Directors. Not later than the termination of any period of Builder control, the Residential Unit Owners within a Neighborhood shall elect a board of directors of at least three (3) members, at least a majority of whom must be Residential Unit Owners. Such board of directors shall elect the officers. The members of the board of directors and officers shall take office upon election. Notwithstanding any provision of the declaration or bylaws of the Neighborhood Association to the contrary, the Residential Unit Owners in a Neighborhood, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of such Owners at which a quorum is present, may remove any member of the board of directors with or without cause, other than a member appointed by the Builder.

Section 5. Bylaws. The bylaws of a Neighborhood Association must provide for:

A. the number of members of the board of directors and the titles of the officers of the Neighborhood Association;

B. election by the board of directors of a president, treasurer, secretary and any other officers of the Neighborhood Association specified by the bylaws;

C. the qualifications, powers and duties, terms of office and manner of electing and removing board of directors members and officers and filling vacancies;

D. which, if any, of its powers the board of directors or officers may delegate to other persons or to a managing agent;

E. which of its officers may prepare, execute, certify and record amendments to the declaration on behalf of the Neighborhood Association; and

F. the method of amending the Bylaws.

Subject to the provisions of the declaration, the bylaws may provide for any other matters the Neighborhood Association deems necessary and appropriate.

Section 6. Maintenance Responsibility. Except to the extent provided by this Declaration, the Neighborhood Association is responsible for maintenance, repair and replacement of the

Common Elements and each Residential Unit Owner is responsible for maintenance, repair and replacement of his Residential Unit, unless provided otherwise or approved by Declarant. Each Residential Unit Owner shall afford to the Neighborhood Association and the other Residential Unit Owners, and to their agents or employees, access through his Residential Unit reasonably necessary for those purposes. If damage is inflicted on the Common Elements, or on any Residential Unit through which access is taken, the Residential Unit Owner responsible for the damage, or the Neighborhood Association if it is responsible, is liable for the prompt repair thereof.

Section 7. Expenses in Connection with Development Rights. The Builder alone is liable for expenses in connection with development rights obtained for the Builder's parcel of land, e.g., impact fees, sewer assessments, costs of replat or rezoning upon expiration of initial rights under a plat or rezoning. Neither the Declarant nor any Residential Unit Owner, nor any other portion of the Properties, is subject to a claim for payment of such expenses. Unless the declaration of the Neighborhood Association provides otherwise, any income or proceeds from the sale of such parcel owned by the Builder inures to the Builder. In the event all development rights have expired with respect to any real estate, the Builder remains liable for all expenses of that real estate unless, upon expiration, the declaration provides that such real estate becomes common elements or Residential Units.

Section 8. Mortgage and Pledge. The board of directors shall have the power and authority to mortgage the property of the Neighborhood Association and to pledge the revenues of the

Neighborhood Association as security for loans made to the Neighborhood Association, which loans shall be used by the Neighborhood Association in performing its functions.

Section 9. Approval of Neighborhood Association Documents. The Association shall have the right of specific approval or veto of all legal documents associated with all Neighborhood Associations, including, but not limited to, articles of incorporation, bylaws, declarations of covenants, conditions and restrictions, declarations of condominium and declarations of cooperative. No improvements shall be commenced on any Residential Property until all legal documents for the Neighborhood Association to have control thereof have been submitted to and approved in writing by the Association.

Section 10. Voting Representatives. Voting Representatives shall be elected by a majority vote of the Neighborhood Association Residential Unit Owners and shall have votes in the Master Association as provided in Article III, Section 1.B.

ARTICLE VI

EASEMENTS

Section 1. Appurtenant Easements. Declarant hereby grants to each Owner of real property unto which any Restricted Common Property is appurtenant, their guests, lessees and invitees, as an appurtenance to the ownership of fee title interest to same and subject to this Declaration, the Articles and Bylaws of the Association and the rules and regulations promulgated by the Association, a perpetual nonexclusive easement

for ingress and egress over, across and through and for the use and enjoyment of all such Restricted Common Property, such use and enjoyment to be shared in common with the other such Members, their guests, lessees and invitees as well as the guests, lessees and invitees of the Declarant. Declarant further grants to all Owners, their guests, lessees and invitees, as an appurtenance to the ownership of fee title interest to certain defined real property within the Properties and subject to this Declaration, the Articles and Bylaws of the Association and the rules promulgated by the Association, a perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of all Common Property, such use and enjoyment to be shared in common with the other Owners, their guests, lessees and invitees as well as the guests, lessees and invitees of the Declarant.

Section 2. Utility Easement. The Declarant reserves to itself, its successors or assigns, a perpetual easement upon, over, under and across the Properties for the purpose of maintaining, installing repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, syphons, valves, gates, pipelines, cable television service, electronic security system and all machinery and apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all Owners and servicing all Common Property and all Restricted Common Property. All such easements shall be of a size, width and location as Declarant, in its discretion, deems best, but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will

be, located upon the Properties; provided, however, that utility easements in and across the portion of the Properties referred to as Clay Gully are governed by Article X hereof.

Section 3. Declarant Easement. The Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate, a perpetual easement, privilege and right in and to, over, under, on and across the Common Property and Restricted Common Property for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access and use do not unnecessarily interfere with the reasonable use and enjoyment of these properties and facilities by the Owners.

Section 4. Service Easement. Declarant hereby grants to delivery and pickup services, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant, its successors or assigns to service the Properties, and to such other persons as the Declarant from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Property and Restricted Common Property for the purposes of performing their authorized services and investigation.

Section 5. Easements to City. Declarant grants to the City of Tampa the right of ingress and egress over and across the Common Property and Restricted Common Property for fire, police and other City services.

Section 6. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Declarant or the Association, in accordance with its Bylaws, to borrow money from any lender for the purpose of improving and/or maintaining the Common Property and Restricted Common Property and providing services authorized herein and, in aid thereof, to mortgage said properties;

B. The right of the Association to suspend the rights and easements of enjoyment of any Member or any tenant of any Member for any period during which any assessment remains unpaid, and for any period, not to exceed sixty (60) days, for any infraction of its published rules and regulation, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment.

C. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility that may be situated on Common Property or Restricted Common Property.

D. The Board of Directors of the Association shall have the power to place any reasonable restrictions upon the use of any roadways owned by the Association including, but not limited to, the maximum and minimum speeds of vehicles using such roads, all other necessary traffic and parking regulations and the maximum noise levels of vehicles using such roads. The fact

that such restrictions on the use or such roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Properties shall not make such restrictions unreasonable.

E. The right of the Association to give, dedicate or sell all or any part of the Common Property and Restricted Common Property (including leasehold interest therein) to any public agency, authority or utility or private concern for such purposes and subject to such conditions as may be determined by the Association, provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Board of the Association and unless written notice of the meeting and of the proposed agreement and action thereunder is sent at least thirty (30) days prior to such meeting to every person entitled hereunder to vote. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property and Restricted Common Property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Association.

ARTICLE VII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant covenants, and each Owner of any Residential Unit, Residential Property, Membership Recreational Facilities or Commercial Property shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association: (1) annual assessments, (2) special assessments and (3) individual assessments, all fixed, established and collected from time to time as hereinafter provided. The annual, special and individual assessments together with such interest thereon and costs of collection therefor shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Property or Restricted Common Property or by the abandonment of the property against which the assessment was made. In the case of co-ownership of Residential Unit or Residential Property, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement and operation of the Common Property and Restricted Common Property and to provide services which the Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance thereon, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions. The Association shall establish reserve funds to be held in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs to Common Property or Restricted Common Property that must be replaced on a periodic basis, (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss and (c) insurance premiums or taxes.

Section 3. Special Assessments. In addition to the annual assessments authorized by Section 2 hereof, the Board of Directors may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of a described capital improvement upon Common Property, Restricted Common Property or easements including the necessary fixtures and personal property related thereto, provided that any such assessment in excess of Twenty-Five Thousand Dollars (\$25,000.00) per year shall have the assent of a

majority of the votes of each class of Voting Representatives who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Voting Representatives at least thirty (30) days in advance and shall set forth the purpose of the meeting. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement and the required quorum at any such subsequent meeting shall be seventy per cent (70%) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4. Individual Assessments. The Association may impose an individual assessment upon any Owner whose use or treatment of his Residential Unit or Residential Property is not in conformance with the standards as adopted by the Association or which increases the maintenance cost to the Association above that which would result from compliance by the Owner with the use restrictions imposed by this Declaration. The amount of such assessment shall be equal to such cost incurred and may be enforced in the manner provided for any other assessment.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall be due and payable annually on January 31 in advance, and shall commence on the date set by the Board of Directors. At the option of the Board, the payment of assessments may be changed to a more frequent basis.

Declarant may be excused from the payment of assessments for any property owned by it during such period of time that it shall obligate itself to pay any amount or expenses of the Association incurred during that period not produced by the assessments receivable from the other Members.

The first annual assessment shall be based upon an estimate of the operating expenses for the year plus adequate reserve for anticipated expenses. In the event this assessment proves insufficient to satisfy such expenses, the Board of Directors shall levy a supplementary assessment in the amount of the deficit. Notwithstanding any other provision herein, the supplementary assessment shall not require the assent of the Members.

The due date of any special assessment under Section 3 hereof shall be fixed in the resolution authorizing such assessment.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

Section 6. Duties of the Board of Directors. The Board of Directors shall prepare a roster of Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner, at any reasonable business hour.

The Association shall, upon reasonable request, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether

such assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 7. Determination of Annual Assessments. The Board of Directors shall determine the total annual assessment for the Properties consistent with Section 8 of this Article and in accordance with the procedures set forth in the bylaws.

Section 8. Allocation of Assessments. The total assessment attributable to Common Property (exclusive of the individual assessments provided for in Section 4) shall be determined in the manner more particularly set forth in the bylaws of the Association; provided, however, that the bylaws shall require that the total annual assessment shall be apportioned as follows:

(a) Platted Residential Properties shall be charged \$50.00 per detached home lot or \$25.00 per multi-family attached unit. This amount is to be adjusted annually based on the change in the Consumer Price Index, said index being defined as the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics, U. S. Department of Labor or other comparable index which the Department of Labor may substitute therefor.

(b) The balance of the total assessment shall be apportioned on a square-footage basis, so that each square foot of air-conditioned Residential Unit, Membership Recreational Facility or Commercial Property space bears its pro rata portion of the assessment.

(c) All assessments shall be payable annually in advance. Residential Property Assessments shall be prorated for the current year and due upon final plat approval. Residential Unit Assessments shall be prorated for the current year and shall be due upon issuance of a certificate of occupancy. A credit shall be given to the Residential Unit for the amount previously assessed for the current year as a Residential Property.

EXAMPLE

(For Illustration Purposes Only)

Total Annual Assessment		\$300,000.00
Less: Platted Lots 300 @50	\$15,000.00	
Platted Multi-family		
units 10@25	<u>2,500.00</u>	
Total		<u>\$ 17,500.00</u>
Assessment Balance		\$282,500.00
Residential Unit Square Footage	4,000,000 sq. ft.	
(2000 homes @2000 square feet average)		
Membership Recreational Facilities	50,000	
Commercial	<u>100,000</u>	
Total	4,150,000 sq. ft.	
Assessment per square foot	$\$ \frac{282,500}{4,150,000} = \$.068$	
Average Residential Unit		
(2000 x \$.068)		\$ 136.00

Membership Recreational Facilities
(50,000 x \$.068)

\$3,400.00

Commercial
(100,000 x \$.068)

\$6,800.00

The total assessment attributable to any Restricted Common Property (exclusive of individual assessments provided in Section 4) shall be apportioned in a like manner only among Owners of Residential Property and Residential Units unto which such Restricted Common Property is appurtenant. The result shall be the assessment for each Residential Unit.

Through 1989, Declarant guarantees the assessment per individual Residential Unit Owner will not exceed \$.07 per air conditioned square feet of area.

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date due (being the dates specified in Section 5 hereof) then such assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The obligation of the Owner to pay such assessment, however, shall remain his personal obligation. The Association may record a notice of lien for delinquent assessments in the public records and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value of a Residential Unit, Residential Property, Membership Recreational Facilities or Commercial Property unless so

recorded. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments thereafter until satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above-provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to the Mortgages; Mortgagees' Rights. The lien of the assessments provided for herein is unequivocally subordinate to the lien of any first mortgage to an Institutional Lender ("institutional first mortgage") now or hereafter placed upon a Residential Unit, Residential Property, Commercial Property or Membership Recreational Facilities subject to assessment prior to the recording in the public records of a notice stating the amount of or unpaid assessment attributable to such Residential Unit, Residential Property, Commercial Property or Membership Recreational Facilities; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, including a sale or transfer of such property pursuant to a deed

in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. An institutional first mortgagee, upon request, shall be entitled to written notification from the Association of any default of an Owner of any obligation hereunder which is not cured within sixty (60) days. An institutional first mortgagee may pay taxes or other charges which are in default and which may or have become a charge against any Common Property or Restricted Common Property and may pay overdue premiums or hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Property or Restricted Common Property and mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property and Restricted Common Property and any improvements thereon; (c) any property not dedicated a Residential Property, Residential Unit, Membership Recreational Facilities or Commercial Property; and (d) at the option of the Declarant, a day care center located on property to be selected by the Declarant.

Section 12. Collection of Assessments. Assessments allocated to any Residential Unit, Residential Property, Commercial Property or Membership Recreational Facilities shall be collected by the Association.

Section 13. Costs of Collection. The Association shall be entitled to its costs of collection and attorneys' fees from any Owner against whom an assessment must be enforced.

ARTICLE VIII

USE OF PROPERTY

Section 1. Protective Covenants. In order to preserve the property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration and shall be considered as the initial Association Rules and Regulations.

A. Limitations. Nothing shall be erected, constructed, planted or otherwise placed in a Neighborhood in such a position (subsequent to the initial construction of improvements on the Properties by Declarant) so as to create a hazard upon or block the vision of motorists upon any of the streets or roads. No improvement or modification or alteration of an improvement shall interfere with those easements or other rights which are set forth in this Declaration.

B. Building Restrictions. All building construction on the Properties shall comply with the provisions of the Design Review Criteria. No improvement or modification shall interfere with those easements or other rights set forth in this Declaration.

C. Service Yards. All garbage receptacles, fuel tanks, gas and electric meters, air conditioning and pool equipment and materials, supplies and other equipment which are laced or stored outside must be placed or stored in such a way to conceal them from view from roads and adjacent properties. Any such visual barrier shall be at least forty inches (40") high and may consist of either fencing or landscaping and planting which is approved by DRB, in accordance with the Design Review Criteria.

D. Residential Use. No commercial use of Neighborhoods (except any Recreational Area or Facility and the Commercial Property) which would require any occupational license shall be permitted unless approved by the Board of Directors.

E. Nuisances. No nuisance shall be permitted to exist or operate in a Neighborhood or in the Common Property so as to be detrimental to any other Neighborhood in the vicinity thereof, or to its occupants, or to the Common Property.

F. Unlawful or Offensive Use. No immoral, improper, offensive or unlawful use shall be made of the Properties or any part thereof. All applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Properties, shall be complied with, by and at the sole expense of the Owner or a Neighborhood Association, whichever shall have the obligation to maintain or repair such portion of the Properties. No waste will be committed in the Common Property.

G. Insurance. Nothing shall be done or kept on any Neighborhood or in the Common Property which will increase the rate of insurance for the Properties or any other Neighborhood. No Owner shall permit anything to be done or kept in or on his Residential Unit or Neighborhood or in the Common Property which will result in the cancellation of insurance on the Common Property, or any other Neighborhood, or the contents thereof, or which would be in violation of any law.

H. Access. Owners shall allow the board of directors or the agents and employees of the Association to enter any Neighborhood for the purpose of maintenance, inspection, repair, replacement of the improvements within the Neighborhood, or in case of emergency for any purpose, or to determine compliance with this Declaration.

I. Pets. Pets of the customary household variety such as cats, dogs, pet birds and fish may be kept by an Owner, but only if such pets do not cause a disturbance or a nuisance on the Properties. The Association may, by reasonable rule restrict the type of pets which may be kept and restrict the area of the Properties where pets maybe walked. No pet shall be allowed in any Preservation Area. Neighborhood Associations by rule may make more strict prohibitions as to keeping of pets within any Neighborhood.

J. Signs. Except as may be required by legal proceedings, no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Residential Unit, yard, Common Property, Restricted Common Property, or common area within a Neighborhood, or from any window or tree, unless express

prior written approval of the size, shape, content and location has been obtained from the Design Review Board, which approval may be withheld in their discretion. If after demand and reasonable notice to Owner, such Owner has not removed an unapproved sign, the Association may, through a representative, enter the Owner's premises and remove such sign without liability therefor. Declarant hereby grants a license to the Association for such purpose. Notwithstanding the foregoing, the Declarant shall be permitted to post and display advertising signs on the Property and the Board of Directors may erect reasonable and appropriate signs on any portion of the Common Property.

K. Campers, Etc. No campers or vans over fourteen feet (14') in length, go-carts or trucks in excess of three quarter (3/4) ton shall be allowed on the Common Property, Restricted Common Property or anywhere within the Properties except as approved by the Board of Directors in its discretion, and except as follows: such vehicles shall be permitted within the Properties if parked entirely out of sight or if parked only temporarily within the Properties, i.e., not overnight. The Board of Directors of the Association may make reasonable rules concerning the use of mopeds and motorcycles on the Properties.

L. Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted. The DRB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within the Residential Property.

M. Clotheslines. No clothesline, or other outdoor clothes-drying facility shall be permitted except as permitted by the Design Review Criteria.

N. Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with the Association Rules and Regulations and standards adopted by the DRB. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the properties shall be used for dumping refuse.

O. Antennas, Other Devices. No exterior radio or television antenna, satellite dish or other receiver transmitting device or any similar exterior structure or apparatus may be erected or maintained except pursuant to standards adopted by the DRB.

P. Air Conditioners. Air conditioning units shall be shielded and hidden so that they are not readily visible from the Common Property, Restricted Common Property or adjacent parcels. No window or through-wall air conditioning units shall be installed in any Residential Unit except as approved by the DRB.

Q. Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed or other outbuilding shall be permitted at any time, other than:

- (i) Cabanas appurtenant to a swimming pool, detached garages and gazebos as approved by the DRB.

(ii) Temporary structures during the period of actual construction as approved by the DRB; and

(iii) Tents or other temporary structures for use during social functions.

R. Water Supply and Sewerage. No septic tanks shall be permitted within the Properties. No wells shall be installed without the express written consent of the DRB and all other applicable government agencies.

S. Fuel Storage Tanks. No fuel or gas storage tanks shall be permitted; provided, an Owner may keep and maintain a small gas tank for gas barbecues and fireplaces with the approval of the DRB.

T. Garages. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. All vehicles shall be kept inside garages, except that they may be parked temporarily on the driveway.

U. Soliciting. No soliciting will be allowed at any time within the Properties.

V. Maintenance. The portions of the Residential Property visible from other Residential Units, the roads or from any Recreational Areas and Facilities must be kept in an orderly condition so as not to detract from the neat appearance of the Properties. The Board of Directors, in its sole discretion, may determine whether or not such visible portions are orderly. The Association may have any objectionable items removed so as to

restore its orderly appearance, without liability therefor, and charge the Owner for any costs incurred in the process, all as more particularly set forth in Article VII, Section 4 hereof.

W. Trees. No trees greater than three inches (3") in diameter at breast height shall be cut or removed without approval of the DRB.

X. Mailboxes. Builders or Residential Unit Owners shall provide, install and maintain all mailboxes and standards, brackets and name signs for such boxes at the Owner's expense in such location and of such size, color and design as approved by the DRB.

Y. Watercraft. No watercraft powered by internal combustion engines may be used on any body of water on the properties (except as provided in Article X hereof) without the prior approval of the Board of Directors. No Owner may store or park a boat, other watercraft and/or boat trailer within his parcel, except within a fully-enclosed garage.

Z. Fences and Walls. No fences or walls shall be erected without approval by the DRB.

AA. Motor Vehicles, Trailers, Etc. Each Owner shall provide for parking of automobiles off streets and roads within the Properties prior to occupancy of the Owner's Residential Unit. Subject to the terms of this Section, there shall be no outside storage or parking within any parcel or within any portion of the Common Property (other than areas provided therefor within the Common Property, if any) of any boat, mobile home,

trailer (either with or without wheels), motor home, tractor, truck, commercial vehicles of any type, camper, motorized camper or trailer, motorized go-cart or any other related forms of transportation devices. No Owners or other occupants of any portion of the Properties shall repair or restore any vehicle of any kind upon or within a Neighborhood or within any portion of the Common Property, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

BB. Declarant's Sales and Construction Activities.

Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale or the developing of parcels, including, without limitation, the installation and operation of sales and construction offices, signs and model dwellings. The location of any construction offices by Declarant or builders selected by Declarant shall be subject to Declarant's control. The right to maintain and carry on such facilities and activities shall include specifically the right to use Residential Units as model residences, and to use the gatehouses or any Residential Unit as an office for the sale of Residential Units on the Properties and for related activities. The Declarant's right of use, as described hereinabove, shall continue even after conveyance of all of the Common Property to the Association.

CC. Delivery and Construction Hours. No construction activities, other than work to be performed on the inside of a Residential Unit which is enclosed, nor delivery of construction materials shall be permitted between the hours of 7 p.m. and 7 a.m. of the following day.

DD. Construction Material Storage. Storage of construction material associated with construction in any Neighborhood shall be screened from view as provided in the Design Review Criteria.

ARTICLE IX

DESIGN CRITERIA AND REVIEW

Section 1. Purpose. To preserve the natural beauty, to protect sensitive portions and to assure that construction of improvements upon the Properties shall be in harmony with the natural aesthetics of the site, the Properties are hereby made subject to the following restrictive covenants in this Article IX and every Owner agrees to be bound and comply with the provisions contained in this Article.

Section 2. Design Review Board. There is hereby created a Design Review Board (the "DRB") whose duties, powers and responsibilities shall be as hereinafter set forth:

A. The Board of Directors. The Board of Directors of the Master Association shall establish the DRB which, initially shall be constituted of not less than three (3) persons. At such time as the Declarant shall turnover the control of the Associa-

tion as provided in Article III hereof, the then-existing members of the DRB who were appointed while the Declarant had control of the Master Association shall resign and the DRB shall then have as members those persons appointed by the Board of Directors of the Master Association following turnover. At such time every DRB member must be a Residential Unit Owner and shall be appointed for a term of one (1) year and may be removed by the Board of Directors at any time without notice. The DRB shall meet at least monthly at such time and place as may be designated by the chairman who shall be elected by the DRB from among its appointed members. The DRB may have as many as five (5) members and three (3) members shall constitute a quorum for the transaction of business. The DRB is authorized to retain the services of consulting architects, urban designers, engineers, inspectors, contractors and attorneys to advise and assist the DRB in performing its functions.

B. Construction Subject to Design Review. No construction, modification, alteration or other improvement of any nature whatsoever, except interior alterations not affecting the external structure or appearance, shall be undertaken on any Unit or parcel of land unless and until the plans of such construction or alteration shall have been approved in writing by the DRB. Modifications subject to DRB approval specifically include, but are not limited to the following: painting or other alteration of a dwelling (including doors, windows and roof); installation of solar panels or other energy-generating devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences; addition of awnings, shutters, gates, flower boxes, shelves, statues or other outdoor ornamentation; installation of patterned or brightly colored

internal window treatment; any alteration of the landscaping or topography of the parcel, including without limitation the cutting or removal of trees in excess of three inches (3') in diameter at breast height; planting or removal of plants; the creation of any pond or swale or similar features of the landscape. This Article shall not apply to the Properties while it is being developed by the Declarant in accordance with an approved site plan.

C. Design Review Procedures.

1. The Declarant has established Design Review Criteria for all construction, other improvements and landscaping to which this Article applies and uniform procedures for the review of applications submitted to it. These criteria, and procedures shall be published in the Design Review Criteria. These standards may be modified from time to time, provided such modifications are not inconsistent with this Declaration, the Ordinances of the City of Tampa or other instrument of record among the public records of Hillsborough County, Florida.

2. The plans to be submitted to the DRB for approval for any dwelling or other improvement shall conform to the Design Review Criteria and shall include:

- (i) three reproducible copies of the construction and site plans and specifications, including all proposed landscaping;
- (ii) an elevation or rendering of all proposed improvements;

(iii) a survey showing the following:

(A) any areas within sixty feet (60') of any Preservation Areas;

(B) the locations of all trees in excess of three inches (3") in diameter at breast height; and

(C) such other information or samples as the DRB may reasonably require.

One copy of the plans shall be retained in the records of the Association and one shall be returned to the Owner marked "approved" or "disapproved." The third copy shall be used by the DRB.

D. The DRB shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the DRB shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, energy conservation features, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property, in accordance with the provisions of this Declaration and the Design Review Criteria. All decisions of the DRB shall be provided to the Board of Directors, and evidence thereof may, but need not, be made by a certificate in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the DRB

shall have the right to make a written request to the Board of Directors within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive. The Design Review Board in accepting or reviewing any plans shall not have or undertake any responsibility or liability for the quality of design or construction and shall only concern itself with those matters set forth in this Article IX.

E. If any structure, paving, landscaping or other improvement requiring approval pursuant to this Article IX is changed, modified or altered without prior approval of the DRB of such change, modification or alteration and the plans and specifications therefor, if any, then the Owner shall upon demand cause the improvement or structure to be restored to comply with the plans and specifications originally approved by the DRB, and shall bear all costs and expenses of such restoration, including costs and expenses of such restoration, including costs and reasonable attorneys' fees of the DRB.

F. Unless specifically excepted by the DRB, all improvements for which approval of the DRB is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the DRB in the event that the approval is so conditioned.

G. The DRB shall in all cases have the right to determine and designate building set back lines necessary to conform to the general plan of the land where those lines are not set in the graphics of the Design Review Criteria, in order to

preserve the integrity of the Properties and the Site Development Plan. In this respect, the DRB's judgment and determination shall be final and binding.

H. In the event the DRB shall fail to approve or disapprove the plans and specifications submitted in final and complete form within forty-five (45) days after written request for approval or disapproval together with all necessary supporting plans, specifications or information is delivered to the DRB by the Owner or the Owner's agent or attorney, then such approval of the DRB shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

I. There is specifically reserved unto the DRB, the right of entry and inspection upon any Residential Unit, Residential Property or Commercial Property for the purpose of determination by the DRB whether there exists any construction of any improvement which violates the terms of any approval by the DRB or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The DRB is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorneys' fees in connection therewith. The Association shall indemnify and hold harmless the DRB from

all costs, expenses and liabilities including attorneys' fees incurred by virtue of any member of the DRB's service as a member of the DRB.

J. The DRB may delegate any or all of its powers hereunder to a Neighborhood Association that enacts and enforces architectural control standards within such Neighborhood as stringent as set forth herein and in the Design Review Criteria.

K. The DRB may adopt such further rules and regulations as it deems necessary to carry out its functions and purposes hereunder provided all such rules and regulations shall be filed with and made a part of the Association's minutes.

L. The DRB may impose reasonable fees and charges to enable it to carry out its functions.

ARTICLE X

PROTECTED AREAS

Section 1. Declaration of Restrictive Covenants. The Declarant owns the lands described herein as Protected Areas. These Protected Areas are divided into three types of areas - Preservation Areas, Conservation Areas and Recreational Areas. Each type is defined in this Article X and limited to certain uses. Declarant hereby declares that the Protected Areas shall be held, conveyed, leased, mortgage and otherwise dealt, in perpetuity, subject to the covenants, conditions and restrictions set forth in this Section 1 of this Article.

The jurisdictional wetlands referred to in Subsection A(3)(a) below are legally described on Exhibit "B" hereto, and upon the recording of this Declaration, such lands become subject to the covenants and restrictions set forth in this Section 1 of this Article. The other Protected Areas cannot be legally described until approval of a master plat encompassing such area. Within ten (10) days of approval and recordation of a master plat by the City for each phase or sub-phase of Hunter's Green, Declarant shall record an amendment to this Declaration specifically subjecting the other Protected Areas within such phase or sub-phase to the covenants and restrictions set forth in this Section 1 of this Article.

A. Preservation Areas. Preservation Areas will be preserved and protected in their natural state.

1. Within these areas, no person shall:

(a) remove plants or animals from these areas or plant plants or release animals into these areas.

(b) remove water from the wetlands, Lakes or surficial aquifer without permission of the Board and, in no event, in amounts that would alter the essential character of these areas;

(c) undertake clearing, construction or placement of Foreign Material of any kind in these areas, except as expressly stated below;

(d) use herbicides, pesticides or fertilizers;

(e) undertake any activity which would disrupt or harm the plants, animals and natural ecosystems in these areas;

(f) undertake other activities, except as expressly allowed below.

2. Within these areas, the following minimal activities are allowed:

(a) Use of these areas in a sensitive fashion as a living laboratory for environmental education and for monitoring and testing to protect their natural attributes. Pedestrian access for such purpose is allowed into these areas; provided, that it is consistent with the rules of the Preservation Committee which provide for adequate protection of the sensitive plants and wildlife in these areas.

(b) Those additional activities expressly set forth in 3. below.

3. The following areas are Preservation Areas:

(a) Those lands which are within the jurisdiction of the Florida Department of Environmental Regulation ("DER") as determined by that department's Jurisdictional Statement issued June 6, 1986. The legal description of those areas is attached hereto as Exhibit "B." Within these areas the

following limited activities are allowed, subject to the terms and requirements of the Development Order issued by the DCA for Hunter's Green:

i. Construction of two bridges for the purpose of vehicular and pedestrian traffic across Clay Gully, located generally as shown on the Site Development Plan. No fill, other than the pilings to support the bridges, will be placed in those areas within the jurisdiction of the DER.

ii. Construction of boardwalks and observation towers designed to enhance passive recreational and educational opportunities within these areas while minimizing disturbance of the natural systems. These areas are open to all residents of Hunter's Green; however, persons using the boardwalks shall do so in accordance with the rules of Preservation Committee and the rules of the Golf Club; provided; however, that the Preservation Committee shall establish rules for the adequate protection of the plants and animals in these areas.

iii. Alteration of a 0.08 acre manmade ditch created by scour caused by construction of County Road 581, extending landward from the natural wetland which is the westernmost wetland on the Properties which is within the jurisdiction of DER, provided that the integrity of the naturally-occurring wetland is not impaired. This minor alteration is allowed to incorporate the area into a Lake, littoral zone and wetland system which will improve the overall system and provide greater wildlife diversity in the area.

iv. Use of these areas in a sensitive fashion as a living laboratory for environmental education and for monitoring and testing to protect their natural attributes.

v. Construction of a temporary crossing of Clay Gully for heavy equipment at the central crossing already disturbed by vehicular activity. Upon completion of the permanent bridges, this use will cease and the natural contours will be restored and the area replanted with vegetation native to the site.

(b) A 50-foot buffer zone extending landward from the areas of DER jurisdictional line or a minimum of 25 feet from the Hillsborough County Environmental Protection Commission jurisdiction line, whichever is more landward, on both sides of Clay Gully. Within these areas the following limited activities are allowed:

i. Two corridors leading to the bridges crossing Clay Gully and two corridors leading to the pedestrian boardwalks described in (a) above.

ii. Those areas between created wetlands and DER jurisdictional areas where site-specific topography or soils indicate that alteration is necessary to ensure that the hydroperiod of Lakes and constructed wetlands will function properly with the Clay Gully system.

iii. A bicycle path, not to exceed eight (8) feet in width, within certain portions of the buffer areas. The bike path is to be located within the landwardmost 15 feet

of the area which is within either the 50-foot buffer or the Hillsborough County Environmental Protection Commission buffer, whichever is more landward, but never closer than 35 feet or the DER jurisdictional line. The bicycle path will be constructed of pervious materials where it is within 50 feet of the DER jurisdictional line.

iv. A golf cart path in the area of the 17th tee of the golf course which will not involve the removal of mature trees.

v. Lakes and berms where their configuration would link with jurisdictional wetlands to create a single system.

vi. Construction of a temporary crossing of Clay Gully for heavy equipment at the central crossing already disturbed by vehicular activity. Upon completion of the permanent bridges, this use will cease and the natural contours will be restored and the area replanted with vegetation native to the site.

(c) Those lands which are set aside for the protection and continued existence of the gopher tortoise, a Florida species of special concern and their commensal species which are threatened species or species of special concern. Within these areas, the additional fill material may be placed if it will enhance the habitat for these species as approved by the biologist retained by the Declarant or Association; provided, however, that no fill shall be placed within 50 feet landward of the DER juris-

dictional line or 25 feet landward of the Hillsborough County Environmental Protection Agency jurisdictional line around Clay Gully. Subsurface drainage structures shall also be permitted in this area.

(d) Those isolated wetlands which are within the jurisdiction of the Hillsborough County Environmental Protection Commission and which are capable of sustaining their character as wetlands after development. Within these areas, the following limited activities are allowed:

i. Construction of boardwalks and observation towers designed to enhance passive recreational and educational opportunities within these areas while minimizing disturbance of the natural systems.

ii. Elimination of those wetlands too small to remain viable after development are those already heavily impacted by water table drawdown from the adjacent existing wellfield. The loss of these wetlands will be mitigated through the construction of manmade wetland systems on a ratio of one acre created for each one acre of natural herbaceous wetlands eliminated and two acres created for each one acre of natural wooded wetlands eliminated.

iii. Installation of drainage structures, inflow and outflow, and stormwater management system monitoring equipment, and access thereto.

(e) Those wetlands created as part of the wetlands mitigation program described in (d)ii above. These areas will be designed and vegetated to create wetlands which will be self-sustaining on a long-term basis. One area in the southwestern portion of the Properties will be constructed as a wetland designed to incorporate various natural changes in the level of ground water with the specific goal of attracting wading birds to the area for feeding. Within these mitigated wetlands, the activities set forth in (d)(1), (2) and (3) above shall be permitted.

B. Conservation Areas. Conservation areas will be preserved and protected in their natural state, although some intrusions will be allowed as expressly set forth in this paragraph.

1. Within these areas, no person shall:

(a) Construct buildings or structures associated with dwelling units.

(b) Remove plants or animals from these areas or plant plants or release animals into these areas except with permission of the Board of Directors of the Association.

(c) Remove water from the wetlands, lakes or surficial aquifier without permission of the Board and, in no event, in amounts that would alter the essential character of these areas.

(d) Use herbicides, pesticides or fertilizers.

(e) Undertake any activity which would disrupt or harm the plants, animals and natural ecosystems in these areas.

(f) Undertake other activities, except as expressly allowed below.

2. Within these areas, the following minimal activities are allowed:

(a) Encroachment from drainage systems, or similar activities which will not impact the continued viability of these areas will be allowed.

(b) Movement through these areas in non-organized public recreation activities.

(c) Planting of native species to enhance the natural systems or wildlife value.

(d) Use of these areas in a sensitive fashion as a living laboratory for environmental education and for monitoring and testing to protect their natural attributes.

(e) A bicycle path within certain portions of the Conservation Areas.

(f) Those additional activities expressly set forth in 3. below.

3. The following areas are included in Conservation Areas:

(a) A 30-foot setback area, within the jurisdiction of the City of Tampa through its landscape ordinance, surrounding the isolated wetlands, excluding Lakes (as that term is defined in Article I). Within such setback areas, permitted and prohibited activities shall be determined in accordance with the provisions of the City of Tampa Landscaping and Tree Planting Ordinance, except that the additional uses as shown on Exhibit "C" to the City of Tampa's Ordinance No. 9499-A shall be permitted for the specified areas. Such Exhibit is incorporated herein by reference.

(b) Upland corridors creating areas for the movement of wildlife and visual breaks between development parcels.

(c) Littoral zones along the edges of the created lakes. Although carefully planted with native species and monitored for success of the planting program, some impact is expected as residents use the lakes for recreational purposes.

C. Recreational Areas. Recreational Areas are those areas where natural systems and vegetation will be altered, but the areas will be used for public recreation by the residents of Hunter's Green in an open condition with minimal impermeable surfaces.

1. Within these areas, no person shall:

(a) Construct buildings or structures associated with dwelling units.

(b) Remove plants or animals from these areas or plant plants or release animals into these areas except with permission of the Board of Directors of the Association.

(c) Remove water from the wetlands, Lakes or surficial aquifer without permission of the Board and, in no event, in amounts that would alter the essential character of these areas.

(d) Operate a boat having a diesel engine or a gasoline engine upon the waters of Lakes.

(e) Place any Foreign Material in any Lake.

(f) Undertake any activity which is incompatible with the recreational and open space purpose for which these areas are set aside.

(g) Other activities, except as expressly allowed in 2. below.

2. The following areas will be included in Recreational Areas:

(a) The golf course will be open to recreation for golfing activities. If the golf course is not built, this area will be retained in open space as natural areas or recreation areas.

(b) The recreational portion of the tract T-10 as shown on the general site plan and neighborhood parks scattered throughout the Development, and other open areas not included in Preservation Areas or Conservation Areas which will be open to public recreation.

(c) Lakes created on the Property will be open to recreational activities, excluding the use of internal combustion engines. The Declarant will design certain of the Lakes on the Property with wildlife values as an essential part of the design and maintenance features. These Lakes will be designed using criteria recommended by the Florida Game and Fresh Water Fish Commission. They will be kept stocked with fish through a cooperative program with the Commission.

(d) In the event that the Country Club Facilities are not constructed, the area which it would have been occupied shall be retained in open space as natural areas or recreation areas.

D. Perpetuity. The covenants, conditions and restrictions contained in this Section 1 shall run with the land of the Protected Areas in perpetuity and shall be binding upon Declarant and any party acquiring any right, title or interest in the

Protected Areas. The covenants, conditions and restrictions contained in this Section 1 shall be subject to the provisions of Article XV.

The covenants, conditions and restrictions contained in this Section 1 shall be enforceable by the Declarant and its successors subject to the provisions of Article XV.

3. The Country Club Facilities shall be available for use only in accordance with the membership and other requirements set forth in Article III, Section 5 of this Declaration.

Section 2. Additional Covenants.

A. The Preservation Committee shall establish at the cost of the Association, a monitoring program to determine the effect of the development upon the wildlife and the sensitive lands of the Properties and shall employ a biologist who shall be paid by the Association to operate the program.

B. The Preservation Committee shall, under the tutelage of the biologist mentioned in the immediately-preceding subsection establish, in conjunction with schools, churches, day-care centers and other youth-oriented groups, an after-school program in the preservation of the natural resources of the Development and of the State of Florida.

C. The Preservation Committee shall, in consultation with a biologist, establish rules as required in this Section 2, A and B, and as necessary to ensure the protection of the plants, animals and natural ecosystems in the Protected Areas.

Section 3. Organization of the Preservation Committee.

A. The Board of Directors shall cause to be created a Preservation Committee to perform the duties described above. The Committee shall consist of three (3) members of the Board of Directors who shall have the duty and the power to carry out the responsibilities outlined above in this Article. Two (2) members shall constitute a quorum and the members shall serve for an undefined term at the pleasure of the Board of Directors. Any person aggrieved by a rule or ruling of the Board shall have the right to a hearing before the entire Board of Directors.

B. The Preservation Committee shall consult with the aforementioned biologist to determine the condition of the Protected Areas and shall receive from the biologist and Residential Unit Owners any allegation or complaint of any person violating the rules of the Preservation Committee. Upon receipt of such an allegation or complaint, the Preservation Committee shall, by written notice to the accused person, set a time and place for a hearing upon the allegation or complaint. At the hearing, the accused person and any other may present testimony in an informal manner in accordance with procedural rules adopted by the Preservation Committee. The Committee shall determine whether such person has violated such rules and the extent of damage and cost incurred by the Association (including the cost of the infraction proceeding) as a result of the infraction. Such

cost or damage shall be assessed against the responsible party; If a Residential Unit Owner the damage and cost shall constitute a lien in the manner set forth in Article VII hereof; and a non-resident of the Development, the cost and damage shall be assessed against the person inviting the accused person onto the Properties.

ARTICLE XI

ENFORCEMENT OF RULES AND REGULATIONS

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and all rules and regulations adopted by the Board of Directors.

Section 2. Enforcement. Failure of the Owner to comply with such restrictions, covenants or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorneys' fees for appellate review. The Association shall have the right to suspend voting rights and use of Common Property and Lakes the maintenance for which is the responsibility of the Association. In addition to the enforcement power set forth above, the Association through its Board of Directors may take emergency action to enforce its rules and regulations where such action is necessary to protect the health and welfare of the people in a Neighborhood or elsewhere in the Properties. The Association, through action of its Board of Directors, may find that there exists any emergency relating to the appearance or condition of

any portion of the Properties and issue a notice requiring the affected persons to attend a hearing on short notice (but no shorter than 48 hours) concerning the condition, unless it shall be remedied sooner than that time. If such remedy shall not have occurred at the time of a hearing then the Board may take such enforcement action as it deems necessary to abate or remedy the condition the Board and its agents shall have the power and right to enter onto any portion of the Properties to take such action without liability for trespass.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner, his family guests, invitees, tenants or employees to comply with any covenant, restriction, rule or regulation, contained herein or promulgated pursuant to this Declaration provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalty(ies) should not be imposed.

B. Hearing. The noncompliance shall be presented to the Board of Directors after which the Board shall hear reasons why penalties should not be imposed. A written decision of the Board shall be submitted to the Owner by not later than twenty-one (21) days after the Board's meeting.

C. Appeal. Any person aggrieved by the decision of the Board of Directors as to a noncompliance may, upon written request to the Board filed within seven (7) days of the Board's decision, file an appeal. An appeals committee will be appointed by the Board within seven (7) days of the request and shall consist of three (3) non-interested members of the Association. The appeals committee will meet and file a written determination of the matter and serve copies on both the Board and the aggrieved person. In no case shall the appeals committee's findings be binding on either party; however, the Board may elect to review its decision in light of the findings of the appeals committee.

D. Penalties. The Board of Directors may impose special assessments against the property owned by the Owner as follows:

1. First noncompliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

2. Second noncompliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

3. Third and subsequent noncompliance, or violation or violations that are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

E. Payment of Penalties. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

F. Collection of Fines. Fines shall be treated as an assessment otherwise due to the Association.

G. Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

H. Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association or the Neighborhood Associations may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association or any Neighborhood Associations may otherwise be entitled to recover by law from such Owner.

ARTICLE XII

TURNOVER

Section 1. Time of Turnover. The Turnover of the Association by the Declarant shall occur at the time as specified in Article III, Section 2 hereof.

Section 2. Procedure of Calling Turnover Meeting. No more than forty-five (45) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Voting Representatives and Members of the date of the Turnover meeting and that the purpose of the meeting is the election of a new Board of Directors.

Section 3. Procedure for Meeting. The procedures for the election and Turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

Section 4. Declarant's Rights. For as long as the Declarant shall own any of the Properties, it shall have the right to appoint one (1) member of the Board.

ARTICLE XIII

CABLE TELEVISION AND SECURITY SERVICES

The Declarant and/or the Association shall have the right to enter into contracts for the provision of cable television ("CATV") service and/or security system services upon such terms as the Declarant and/or the Association shall deem, in its sole discretion, to be in the best interests of the Association and all Owners within the Properties. The agreement shall provide that basic CATV services and security services shall be mandatory for all Residential Unit Owners within the Properties.

The contract for CATV and/or security system services may additionally provide as follows:

A. Every Residential Unit constructed within the Properties shall be subject to a charge for basic CATV services and security services, to be collected directly from each Residential Unit Owner by the Contractual Designee (as defined below) providing such services.

B. The term "Contractual Designee" or "Contractual Designees" shall mean the company or companies with which the Declarant and/or the Association has contracted for the furnishing of such CATV or security services.

C. Residential Property Owners are excused from the payment of fees until such time as any Residential Unit built by them for resale or rental shall first be closed or rented. Any Institutional Lender becoming a Residential Unit Owner by reason of foreclosure of its mortgage or by accepting a deed in lieu thereof shall be excused from the payment of fees while it is such Owner and has not placed any other person in possession of such Residential Unit.

D. Every Owner of a Residential Unit within the Properties hereby agrees that the Contractual Designee and their respective successors and assigns shall have a lien upon such Residential Unit for the respective charges.

E. Where an Institutional Lender or other Owner of a Residential Unit obtains title to the Residential Unit as a result of the foreclosure of an institutional mortgage or acceptance of a deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the payment of the aforementioned charges pertaining to such Residential Unit which become due prior to acquisition of title in the manner provided above.

F. The Contractual Designee may impose such additional charges for optional CATV or security services as consistent with rates for services as approved by local governmental

agency having jurisdiction over the franchising of such services. Such services shall not be mandatory, but if elected by individual Residential Unit Owners, such owners shall be individually billed for such services by the Contractual Designee.

G. The Declarant and/or the Association and the Contractual Designee may exclude non-residential tracts within the Properties from the provisions of this Article XIII and may further exclude residential tracts which, in the determination of the Declarant and/or the Association and the Contractual Designee, have uses for CATV and security services inconsistent with the overall design of such services in Hunter's Green as a whole.

H. The provisions of this Article shall be effective for a period of ten (10) years from and after the date of recording after which time they shall be extended, automatically, for successive periods of five (5) years initially and five (5) year periods thereafter.

I. Enforcement shall be by an appropriate action at law or in equity against any parties or persons violating or attempting to violate any covenants. The bringing of one action shall not constitute an election or exclude the bringing of another action. When the Association, Neighborhood Association or Contractual Designees takes action to enforce any of the provisions of this Article, whether by bringing suit or otherwise, it shall be entitled to recover, in addition to interest, costs and disbursements allowed by law, a reasonable sum for attorneys' fees.

J. In the event that any portion hereof shall be deemed invalid or unenforceable, it shall not in any way affect the remainder of any portion hereof.

ARTICLE XIV

COVENANTS FOR MAINTENANCE

Section 1. In addition to covenants for assessments as provided in Article VII, each Owner or Neighborhood Association shall keep all property owned by him or designated as his responsibility by Declarant, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering, and mowing of all lawns, the pruning, and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements and external appurtenances, all in a manner and with such frequency as is consistent with good property management. If any Owner or Neighborhood Association fails to perform the duties imposed by the preceding sentence, the Association shall have the right (but not the obligation), through its agents and employees, to enter upon the Residential Unit in question and to repair, maintain, repaint and restore the Residential Unit to good order and repair all without liability or responsibility for trespass or injury to property in the course of performing the acts set forth in this Article; provided, however, the Association shall follow the procedure set forth in Section 1.Q. of Article IV. The cost of such restoration shall be assessed and be a binding, personal obligation of the Owner or Neighborhood Association, as well as a lien (enforceable in the same manner as any other assessment provided for herein) upon the Residential Unit or

parcel in question. Any such lien shall be subordinate to the lien of mortgages in the same manner set forth in Article VII Section 10.

ARTICLE XV

APPROVAL OF REVIEWING ENTITIES

Section 1. Prior Approval Requirements. The Reviewing Entities shall have the right and the requirement to review and approve any modification, amendment or deletion to Article III, Section 4, Rights Concerning Preservation Areas; Article IV, Section 7, Association Actions Requiring Approval of Governmental and Regulatory Agencies; Article VIII, Section 1, I, relating to the prohibition of pets in preservation areas; Article X, Protected Areas, and Article XVI, Section 1, Duration, however, amendments for the purpose of recording specific descriptions of Protected Areas, as anticipated by Section 1 of Article X, shall not be subject to review or approval by any Reviewing Entity. Review permitted hereunder shall be limited to the proposed amendment's consistency with the terms of the Development Order issued by the DCA. Any proposed modification, amendment or deletion to such provisions shall be delivered by certified mail to each of the Reviewing Entities prior to recordation. Within forty-five (45) days after receipt of the proposed amendment or modification, each of the Reviewing Entities shall inform in writing by certified mail the Declarant, the Association or the Owners, whichever has proposed the amendment or modification, of its approval or disapproval of such amendment or modification's consistency with the Development Order issued by the DCA. If, after a disapproval by any Reviewing Entity, such Reviewing

Entity and the entity proposing the amendment or modification are unable to agree upon the terms of an amendment or modification are unable to agree upon the terms of an amendment or modification, such proposing entity may make such submittals or applications as are provided for in the Development Order issued by the DCA. This Section shall not apply or be construed as a limitation upon those rights of the Declarant, the Association or the Owners under this Declaration to make amendments or modifications to provisions not enumerated in this Section.

Section 2. Enforcement. The covenants, conditions and restriction contained in Article X shall be enforced by the Declarant and its successors. In addition, the DCA or its successors may enforce these covenants, conditions and restrictions. The DCA shall have the right to enforce these provisions as though they held a conservation easement on the real property in the Protected Areas. The failure of an Owner, the Master Association or a Neighborhood Association to comply with the covenants, conditions and restrictions contained in Article X shall be grounds for action by the DCA which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof, including costs and attorneys' fee incurred in bringing such actions, and if necessary, costs and attorneys' fees for appellate review.

Section 3. Amendment Prohibited. This Article may not be modified, amended or deleted by the Declarant or its successors. No action or enactment by the Association or its Board shall contravene or violate any provision of this Article and, to the extent of such contravention or violation, the action of the Board or the Association shall be void.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties and shall inure to the benefit of and be enforceable by the Association, the Declarant and any Owner, their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded; provided, however, those conditions and restrictions contained in this Declaration that are applicable to the Preservation Areas, including all those provisions of Article X hereof, shall be perpetual in duration. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of the Members vote in favor of terminating this Declaration at the end of its then-current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of such meeting. In the event that the Association votes to terminate this Declaration,

the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Voting Representatives, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Hillsborough County, Florida and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments by Voting Representatives. This Declaration may be amended at any time provided that three-fourths (3/4) of the votes cast by the Voting Representatives present at a duly called and held meeting of the Association vote in favor of the proposed amendment; provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Voting Representatives as set forth above the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after

the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Voting Representatives, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Public Records of Hillsborough County, Florida. Any amendment which would affect the Surface Water Management System, including the water management portions of Open Space, Common Property or Restricted Common Property, must have the prior approval of the Southwest Florida Water Management District. Any amendment that would affect in any respect the provisions of Article X of this Declaration or any other provision affecting the Preservation Areas shall not be effective unless and until such amendment has the approval of the DCA in the manner set forth in Article XV. Any amendment that would lessen or alleviate the Association's responsibility to maintain any private water, sewer, streets or drainage facilities shall not be effective unless and until such amendment has been approved in the manner set forth in Article XV. Any amendment that would impair or prejudice the rights and priorities of any Institutional Lender shall not be effective without the prior written consent of such Institutional Lender.

Section 3. Amendments by Declarant. Until such time as the Turnover meeting as referred to in Article III occurs, the Declarant specifically reserves for itself, its successors and assigns, and to the Association, the right to alter, modify, change, revoke, rescind or cancel any or all of the restrictive covenants contained in this Declaration or hereinafter included

in any subsequent Declaration. However, any amendment that would affect in any respect the provisions of Article X of this Declaration or any other provision affecting the Preservation Areas shall not be effective unless and until such amendment has the approval of the Reviewing Entities in the manner set forth in Article XV.

Section 4. Amendments Consistent with Development Order.
Any amendments to this Declaration shall not be inconsistent with the development order issued by the DCA for Hunter's Green.

Section 5. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors and assigns, the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or the Declarant to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 6. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Sub-section, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter here-

of, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 7. Interpretation. The Board of Directors shall have the right except as limited by any other provisions of this document or the Bylaws to determine all questions arising in connection with this Declaration and to construe and interpret its provisions and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 8. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association as approved by the Board of Directors in the manner provided for in the Bylaws, unless the terms of this instrument provide otherwise.

Section 9. Termination of Declaration. Should the Voting Representatives vote not to renew and extend this Declaration as provided for herein, all Common Property except the Preservation Areas described in Article X and Restricted Common Property owned by the Association at such time shall be transferred to a trustee appointed by the Circuit Court of Hillsborough County, Florida, which trustee shall sell the Common Property and Restricted Common Property free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Hillsborough County, Florida. In such event, however, adequate provision shall be made for the maintenance of any

private water, sewer, streets or drainage facilities located within such Common Property and Restricted Common Property, and such maintenance responsibility shall not become the responsibility of the City of Tampa without its consent. In the event this Declaration is not renewed or extended, the ownership interest in the Preservation Areas shall be transferred to the Board of Trustees of the Internal Improvements Trust Fund or the Southwest Florida Water Management District or a successor to those agencies, or another agency, to a non-profit organization which has as its principal purpose the preservation of natural areas. That portion of the Open Space, Common Property or Restricted Common Property consisting of the Surface Water Management System cannot be altered, changed or sold separate from the lands it serves. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Property or Restricted Common Property, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of the Common Property or Restricted Common Property. The excess of proceeds, if any, from Common Property shall be distributed among Owners in a proportion which is equal to the proportionate share of such Owners in Common Expenses. The excess of proceeds, if any, from Restricted Common Property shall be distributed among Owners of Residential Units and Residential Property unto which such Restricted Common Property is appurtenant in a proportion which is equal to the proportionate share of such Owners in Restricted Common Expenses.

Section 10. Execution of Documents. The development plan for the development of the Properties may require from time to time the execution of certain documents required by the City of

Tampa or other governmental and regulatory agencies. To the extent that said documents require the joinder of Owners, the Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section shall recite that it is made pursuant to this Section.

Section 11. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit or tax exempt status under applicable state or federal law.

Section 12. Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 13. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Properties.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the 28th day of September, 1987.

Signed, sealed and delivered
in the presence of:

Carol A. Gundersen
Maria K. Cuiberte

ATTEST:

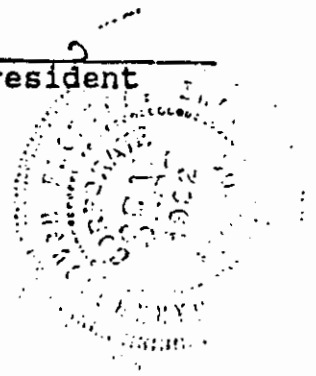
Joseph A. Murphy
Secretary

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

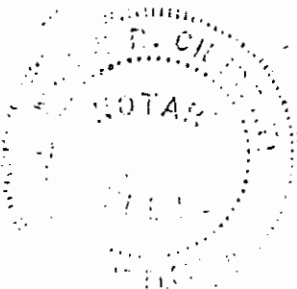
Markborough Florida, Inc., a
Florida corporation

By: Thomas Brown
Thomas Brown, President



this 28th day of September, 1987

The foregoing instrument was acknowledged before me, by
Thomas Brown, President of Markborough Florida, Inc., a Florida
corporation, on behalf of the corporation.



Maria K. Cuiberte
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida

My Commission Expires June 23, 1989

Bonded Thru Troy Fain - Insurance, Inc.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

this 28th day of September, 1987

The foregoing instrument was acknowledged before me/ by
Joseph A. Murphy, Secretary of Markborough Florida, Inc.,
a Florida corporation, on behalf of the corporation.



Maria K. Cuiberte
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida

My Commission Expires June 23, 1989

Bonded Thru Troy Fain - Insurance, Inc.

LEGAL DESCRIPTION OF PROPERTIES

OFF. REC. 5243 2077

Description Parcel 1:

1-A) All that portion of Section 13 and all that portion of the North 1/2 of Section 23 and 24, lying southeasterly of County Road 581 (formerly State Road 581), in Township 27 South, Range 19 East, Hillsborough County, Florida.

Less:

SWF Parcel No. 13-300-102.5 - Tract No. 1:

That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 679.56 feet to the Point of Beginning; thence N00°10'27"W, a distance of 1315.60 feet; thence N27°20'08"E, a distance of 1484.85 feet, to the North boundary of said Section 24; thence continue N27°20'08"E, a distance of 1163.82 feet; thence N07°52'03"W, a distance of 806.39 feet to the Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581); thence N41°46'14"E, along the said Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581), a distance of 850 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence N89°27'50"W, along the said South boundary of the North 1/2 of Section 24, a distance of 1020 feet, more or less, to the Point of Beginning.

and Less:

SWF Parcel No. 13-300-102.5 - Tract No. 2:

That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 2136.24 feet to the Point of Beginning; thence N01°18'53"E, a distance of 1816.98 feet; thence N48°54'55"E, a distance of 1257.20 feet, to the North boundary of said Section 24; thence continue N48°54'55"E, a distance of 736.68 feet; thence N00°50'00"E, a distance of 1375.18 feet; thence N25°35'16"W, a distance of 1535.85 feet, to the Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581); thence S41°46'14"W, along the said Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581) a distance of 1035 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence S89°27'50"E, along the said South boundary of the North 1/2 of Section 24, a distance of 437 feet, more or less, to the Point of Beginning.

(Continued....)

LEGAL DESCRIPTION OF PROPERTIES

OFF. 5243 P. 2078
REC. 5243 P. 2078

and Less:

Parcel No. 11:

A parcel of land lying in Southwest 1/4 of Section 13, and North 1/2 of Section 23 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida and lying Southeast of County Road 581 (formerly State Road No. 581) being more particularly described as follows: Begin at the Southeast corner of the North 1/2 of said Section 23; thence N89°31'13"W, along the South boundary of said North 1/2 of Section 23, a distance of 2186.22 feet to the Southeasterly right of way boundary of said County Road 581 (formerly State Road No. 581); thence N41°45'28"E, along said Southeasterly right of way boundary, 5955.96 feet; thence S07°52'55"E, 805.16 feet; thence S27°19'16"W, 2648.67 feet; thence S00°11'19"E, 1315.60 feet to the Southerly boundary of said North 1/2 of Section 24; thence N89°28'42"W, along said Southerly boundary, 679.56 feet to the Point of Beginning.

1-B) The West 5/8 of Section 16 lying North of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-C) All of Section 17, less that part of the Southeast 1/4 thereof lying south of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-D) All of Section 18, Township 27 South, Range 20 East, Hillsborough County, Florida.

Parcel 1 contains 1979.92 acres, more or less.

DESCRIPTION: D.E.R. Parcel One

Being a portion of Section 17, Township 27 South, Range 20 East, Hillsborough County, Florida, more particularly described as follows: Commence at the Southwest corner of the Southeast 1/4 of said Section 17; run thence along the South boundary line of the Southeast 1/4 of said Section 17, S.89°53'54"E., a distance of 512.58 feet for a Point of Beginning; thence N.32°54'40"W., a distance of 38.68 feet; thence N.15°43'40"W., a distance of 68.84 feet; thence N.24°34'31"W., a distance of 152.51 feet; thence N.29°22'13"W., a distance of 27.42 feet; thence N.46°53'21"W., a distance of 180.96 feet; thence N.33°11'02"W., a distance of 89.20 feet; thence N.15°08'08"E., a distance of 122.52 feet; thence N.53°15'08"W., a distance of 82.10 feet; thence N.09°08'44"E., a distance of 111.89 feet; thence N.47°44'31"E., a distance of 135.51 feet; thence N.38°37'11"E., a distance of 149.88 feet; thence N.23°29'34"E., a distance of 124.20 feet; thence N.46°36'51"E., a distance of 89.10 feet; thence S.83°36'34"E., a distance of 85.71 feet; thence S.36°11'01"E., a distance of 116.97 feet; thence S.16°58'32"W., a distance of 101.96 feet; thence S.32°01'17"W., a distance of 94.92 feet; thence S.46°36'08"W., a distance of 95.11 feet; thence S.46°00'35"W., a distance of 112.26 feet; thence S.17°52'39"W., a distance of 106.38 feet; thence S.08°30'50"E., a distance of 195.76 feet; thence S.07°19'33"W., a distance of 79.40 feet; thence S.11°31'41"E., a distance of 94.55 feet; thence S.24°16'46"E., a distance of 74.86 feet; thence S.26°17'53"E., a distance of 98.32 feet; thence S.62°12'14"E., a distance of 77.53 feet; thence S.51°53'44"E., a distance of 33.92 feet; thence S.05°13'24"E., a distance of 16.11 feet to the South boundary line of the Southeast 1/4 of said Section 17; thence N.89°53'54"W., a distance of 95.07 feet to the Point of Beginning; containing 4.20 acres, more or less.

DESCRIPTION: D.E.R. Parcel Two

OFF. 5243 2080
REC.

Being a portion of Section 16, Township 27 South, Range 20 East, Hillsborough County, Florida, more particularly described as follows: Commence at the Northwest corner of said Section 16, run thence along the West boundary line of said Section 16, S.00°37'50"E., a distance of 4624.21 feet; thence N.76°51'54"E., a distance of 336.53 feet; thence N.88°14'42"E., a distance of 473.30 feet; thence N.88°56'27"E., a distance of 522.90 feet for a Point of Beginning; thence N.51°01'58"E., a distance of 41.01 feet; thence N.51°26'48"E., a distance of 35.94 feet; thence N.22°39'14"E., a distance of 58.92 feet; thence N.29°49'39"E., a distance of 37.19 feet; thence N.07°59'01"E., a distance of 42.26 feet; thence N.13°40'50"W., a distance of 32.91 feet; thence N.01°43'05"E., a distance of 59.97 feet; thence N.19°12'31"W., a distance of 103.67 feet; thence N.15°34'45"W., a distance of 58.31 feet; thence N.08°43'07"E., a distance of 57.31 feet; thence N.15°33'19"E., a distance of 33.53 feet; thence N.21°38'06"E., a distance of 28.66 feet; thence N.49°14'27"E., a distance of 74.57 feet; thence N.88°24'05"E., a distance of 52.41 feet; thence N.11°14'25"E., a distance of 35.86 feet; thence N.15°06'04"W., a distance of 62.14 feet; thence N.31°59'29"W., a distance of 33.62 feet; thence N.11°13'10"E., a distance of 26.17 feet; thence N.23°24'53"E., a distance of 65.86 feet; thence N.03°49'56"W., a distance of 48.24 feet; thence N.01°01'08"W., a distance of 54.24 feet; thence N.07°16'20"W., a distance of 112.91 feet; thence N.01°15'21"E., a distance of 63.93 feet; thence N.42°04'14"W., a distance of 25.80 feet; thence N.63°05'32"W., a distance of 98.68 feet; thence N.40°00'26"W., a distance of 217.03 feet; thence N.16°32'10"W., a distance of 60.20 feet; thence N.02°29'25"W., a distance of 58.34 feet; thence N.32°56'59"E., a distance of 54.18 feet; thence N.15°31'10"W., a distance of 20.50 feet; thence N.46°37'47"W., a distance of 88.97 feet; thence N.48°19'56"W., a distance of 34.73 feet; thence N.28°02'45"W., a distance of 44.92 feet; thence N.50°50'37"W., a distance of 84.78 feet; thence S.55°18'43"W., a distance of 21.50 feet; thence S.89°02'29"W., a distance of 50.65 feet; thence N.85°42'35"W., a distance of 117.78 feet; thence N.61°45'29"W., a distance of 17.24 feet; thence N.35°59'32"W., a distance of 30.78 feet; thence N.13°06'35"W., a distance of 76.73 feet; thence N.14°11'30"E., a distance of 50.28 feet; thence N.39°05'52"E., a distance of 60.13 feet; thence N.55°03'51"E., a distance of 50.94 feet; thence N.81°06'15"E., a distance of 76.77 feet; thence S.72°32'52"E., a distance of 55.33 feet; thence S.65°22'46"E., a distance of 45.54 feet; thence S.22°27'56"E., a distance of 71.82 feet; thence S.06°43'46"W., a distance of 65.41 feet; thence S.13°41'56"W., a distance of 34.92 feet; thence S.42°56'27"W., a distance of 37.56 feet; thence S.33°21'24"E., a distance of 34.62 feet; thence S.54°07'19"E., a distance of 51.42 feet; thence S.39°47'31"E., a distance of 83.98 feet; thence S.45°43'39"E., a distance of 94.29 feet; thence N.64°18'32"E., a distance of 28.67 feet; thence N.88°17'45"E., a distance of 50.84 feet; thence S.66°53'47"E., a distance of 38.52 feet; thence S.61°03'E., a distance of 70.47 feet;

thence S.43°03'48"E., a distance of 66.92 feet; thence S.30°53'47"E., a distance of 82.84 feet; thence S.02°40'19"E., a distance of 39.77 feet; thence S.12°51'04"E., a distance of 48.40 feet; thence S.12°41'12"W., a distance of 88.75 feet; thence S.23°01'14"W., a distance of 52.86 feet; thence S.12°50'53"E., a distance of 57.38 feet; thence S.18°32'50"W., a distance of 44.11 feet; thence S.15°13'49"E., a distance of 33.17 feet; thence S.06°27'08"E., a distance of 90.37 feet; thence S.00°55'14"W., a distance of 81.45 feet; thence S.30°48'17"E., a distance of 44.21 feet; thence S.50°11'38"W., a distance of 55.52 feet; thence S.02°48'47"E., a distance of 17.76 feet; thence S.74°03'49"E., a distance of 37.59 feet; thence S.21°03'36"W., a distance of 50.94 feet; thence S.32°01'50"E., a distance of 26.82 feet; thence S.04°20'13"E., a distance of 40.93 feet; thence S.13°02'58"W., a distance of 38.18 feet; thence S.63°37'47"E., a distance of 48.34 feet; thence S.22°47'53"E., a distance of 30.22 feet; thence S.13°01'03"E., a distance of 46.13 feet; thence S.10°01'45"E., a distance of 40.20 feet; thence S.09°23'21"W., a distance of 26.71 feet; thence S.26°06'06"W., a distance of 41.52 feet; thence S.05°22'60"W., a distance of 40.28 feet; thence S.21°10'44"W., a distance of 86.03 feet; thence S.33°56'07"W., a distance of 56.82 feet; thence S.50°10'54"W., a distance of 109.83 feet; thence S.27°06'49"W., a distance of 34.79 feet; thence S.13°58'48"W., a distance of 43.49 feet; thence S.45°24'22"W., a distance of 72.71 feet; thence S.88°56'27"W., a distance of 31.15 feet to the Point of Beginning; containing 5.29 acres, more or less.

DESCRIPTION: D.E.R. Parcel Three

Being a portion of Section 13, Township 27 South, Range 19 East, Hillsborough County, Florida, more particularly described as follows: Commence at the Northeast corner of said Section 13, run thence along the North boundary line of said Section 13, N.89°59'49"W., a distance of 173.65 feet to the Easterly right of way line of County Road No. 581; thence along said Easterly right of way line 205.88 feet along the arc of a curve to the right, said curve having a radius of 1532.40 feet and a chord of 205.73 feet which bears S.37°54'32"W.; thence continue along said right of way line, S.41°45'25"W., a distance of 474.11 feet for a Point of Beginning; thence S.50°06'44"E., a distance of 106.15 feet; thence S.55°14'29"E., a distance of 93.98 feet; thence S.40°10'57"E., a distance of 64.66 feet; thence S.01°15'40"E., a distance of 42.48 feet; thence S.37°48'17"E., a distance of 35.07 feet; thence S.53°09'54"E., a distance of 44.14 feet; thence N.85°31'55"E., a distance of 71.17 feet; thence N.89°56'30"E., a distance of 105.66 feet; thence S.80°30'52"W., a distance of 115.95 feet; thence N.86°32'34"W., a distance of 58.57 feet; thence N.63°13'46"W., a distance of 55.07 feet; thence N.56°31'11"W., a distance of 51.49 feet; thence S.74°16'07"W., a distance of 33.20 feet; thence S.63°08'45"W., a distance of 70.93 feet; thence S.63°32'20"W., a distance of 54.61 feet; thence S.75°34'42"W., a distance of 40.51 feet; thence S.89°47'43"W., a distance of 33.59 feet; thence S.53°13'19"W., a distance of 19.84 feet; thence S.13°54'53"W., a distance of 41.66 feet; thence S.30°46'13"W., a distance of 45.96 feet; thence S.13°19'35"W., a distance of 96.04 feet; thence S.04°38'39"E., a distance of 45.87 feet; thence S.22°13'10"W., a distance of 44.41 feet; thence S.46°38'07"W., a distance of 49.11 feet; thence N.84°44'14"W., a distance of 55.27 feet; thence N.43°21'27"W., a distance of 66.83 feet; thence N.36°09'37"W., a distance of 38.69 feet; thence N.15°18'29"E., a distance of 72.40 feet; thence N.07°37'16"E., a distance of 57.03 feet; thence N.13°47'56"E., a distance of 89.29 feet; thence N.35°04'20"E., a distance of 36.40 feet; thence N.33°46'52"E., a distance of 33.48 feet; thence N.08°47'53"W., a distance of 18.99 feet to the right of way line of said County Road No. 581; thence along said right of way line, N.41°45'25"E., a distance of 310.25 feet to the Point of Beginning; containing 2.87 acres, more or less.

DESCRIPTION: D.E.R. Parcel Four

Being a portion of Section 18, Township 27 South, Range 20 East, Hillsborough County, Florida; more particularly described as follows: Commence at the Southeast corner of the Southwest 1/4 of said Section 18, run thence along the Southerly boundary line of the Southwest 1/4 of said Section 18, N.89°54'43"W., a distance of 83.69 feet for a Point of Beginning; thence N.31°06'09"W., a distance of 129.10 feet; thence N.35°46'03"W., a distance of 30.63 feet; thence N.02°17'11"W., a distance of 42.91 feet; thence N.68°28'52"W., a distance of 34.79 feet; thence N.27°01'28"W., a distance of 51.53 feet; thence N.52°14'14"W., a distance of 27.69 feet; thence N.09°02'59"E., a distance of 33.09 feet; thence N.25°10'12"W., a distance of 25.09 feet; thence N.24°05'18"W., a distance of 86.60 feet; thence N.15°21'12"W., a distance of 48.60 feet; thence N.44°24'15"W., a distance of 64.05 feet; thence N.44°23'15"W., a distance of 47.76 feet; thence N.39°36'52"W., a distance of 56.62 feet; thence N.86°23'15"W., a distance of 32.06 feet; thence N.43°02'01"W., a distance of 69.57 feet; thence N.49°36'13"W., a distance of 87.86 feet; thence N.37°27'49"W., a distance of 78.85 feet; thence N.14°19'33"W., a distance of 17.46 feet; thence N.58°44'28"W., a distance of 48.41 feet; thence N.46°09'25"W., a distance of 110.06 feet; thence N.02°09'36"E., a distance of 38.21 feet; thence N.74°11'59"W., a distance of 58.10 feet; thence N.58°12'10"W., a distance of 72.36 feet; thence N.77°41'33"W., a distance of 40.35 feet; thence N.44°42'08"W., a distance of 41.50 feet; thence N.57°21'05"W., a distance of 48.62 feet; thence N.75°13'11"W., a distance of 61.93 feet; thence N.73°25'58"W., a distance of 72.91 feet; thence N.63°15'27"W., a distance of 66.03 feet; thence N.29°27'44"W., a distance of 43.16 feet; thence N.63°15'39"W., a distance of 45.45 feet; thence N.60°37'01"W., a distance of 65.81 feet; thence N.38°30'19"W., a distance of 56.43 feet; thence N.67°36'17"W., a distance of 42.60 feet; thence N.54°35'02"W., a distance of 43.28 feet; thence N.47°00'45"W., a distance of 41.52 feet; thence N.48°42'11"W., a distance of 62.99 feet; thence N.52°54'47"W., a distance of 66.80 feet; thence N.09°42'14"W., a distance of 43.04 feet; thence N.00°30'02"W., a distance of 74.30 feet; thence N.41°38'30"W., a distance of 46.10 feet; thence N.22°49'08"W., a distance of 42.30 feet; thence N.27°36'17"W., a distance of 69.80 feet; thence N.30°54'40"W., a distance of 37.38 feet; thence N.36°41'06"W., a distance of 46.97 feet; thence N.44°05'41"W., a distance of 35.13 feet; thence N.82°09'09"W., a distance of 45.26 feet; thence N.22°48'38"W., a distance of 56.56 feet; thence N.45°14'51"W., a distance of 75.83 feet; thence N.15°33'23"W., a distance of 103.54 feet; thence N.06°27'20"E., a distance of 172.98 feet; thence N.33°01'06"E., a distance of 137.39 feet; thence N.01°19'16"E., a distance of 50.44 feet; thence N.68°48'33"E., a distance of 62.01 feet; thence N.82°09'45"E., a distance of 94.60 feet; thence N.38°33'15"E., a distance of 69.58 feet; thence N.42°57'51"E., a distance of 57.07 feet; thence N.23°54'53"W., a distance of 44.71 feet; thence N.5°50'33"E., a distance of 53.01 feet; thence N.50°50'30"E., a distance of 177.94 feet; thence

N.58°59'35"E., a distance of 73.24 feet; thence N.85°05'15"E., a distance of 59.91 feet; thence N.36°17'55"E., a distance of 42.61 feet; thence N.70°31'28"E., a distance of 82.63 feet; thence N.61°58'56"E., a distance of 112.34 feet; thence N.39°53'44"E., a distance of 91.46 feet; thence N.35°40'59"E., a distance of 60.58 feet; thence N.45°46'07"E., a distance of 72.84 feet; thence N.76°12'10"E., a distance of 77.87 feet; thence N.74°32'40"E., a distance of 71.90 feet; thence N.77°04'56"E., a distance of 56.36 feet; thence S.23°59'49"W., a distance of 43.36 feet; thence S.56°27'47"E., a distance of 106.00 feet; thence S.87°47'36"E., a distance of 35.84 feet; thence S.87°19'01"E., a distance of 79.89 feet; thence N.55°55'09"E., a distance of 96.54 feet; thence N.82°36'11"E., a distance of 51.19 feet; thence N.76°17'57"E., a distance of 67.30 feet; thence N.52°35'47"E., a distance of 68.42 feet; thence N.50°11'12"E., a distance of 93.13 feet; thence N.49°23'60"E., a distance of 48.30 feet; thence N.25°28'15"E., a distance of 59.44 feet; thence N.21°48'58"E., a distance of 90.16 feet; thence N.37°57'48"E., a distance of 71.30 feet; thence N.46°17'04"E., a distance of 65.61 feet; thence N.33°20'13"E., a distance of 135.50 feet; thence N.13°35'28"E., a distance of 139.88 feet; thence N.00°52'27"W., a distance of 81.93 feet; thence N.21°10'15"E., a distance of 82.15 feet; thence N.50°04'13"E., a distance of 83.90 feet; thence N.51°15'08"E., a distance of 60.30 feet; thence N.30°08'52"E., a distance of 97.96 feet; thence N.08°31'31"E., a distance of 71.96 feet; thence N.33°59'30"E., a distance of 72.03 feet; thence N.48°13'17"E., a distance of 90.39 feet; thence N.21°58'07"E., a distance of 88.08 feet; thence N.19°32'26"E., a distance of 70.51 feet; thence N.20°12'60"E., a distance of 70.36 feet; thence N.60°47'16"E., a distance of 60.36 feet; thence N.41°36'47"E., a distance of 35.16 feet; thence N.22°39'17"E., a distance of 62.29 feet; thence N.40°55'40"E., a distance of 42.05 feet; thence N.10°26'55"E., a distance of 89.17 feet; thence N.25°03'37"E., a distance of 57.22 feet; thence N.39°16'34"E., a distance of 40.21 feet; thence N.37°18'11"E., a distance of 74.73 feet; thence N.25°08'16"E., a distance of 96.57 feet; thence N.31°15'33"E., a distance of 62.20 feet; thence N.46°51'16"E., a distance of 68.17 feet; thence N.60°28'13"E., a distance of 44.33 feet; thence N.42°19'33"E., a distance of 107.29 feet; thence N.34°14'51"E., a distance of 46.09 feet; thence S.83°14'31"E., a distance of 62.63 feet; thence N.83°44'60"E., a distance of 96.54 feet; thence S.70°32'35"E., a distance of 103.51 feet; thence N.85°10'08"E., a distance of 20.19 feet; thence N.51°23'41"E., a distance of 41.32 feet; thence N.28°30'09"E., a distance of 120.70 feet; thence N.20°39'45"E., a distance of 34.24 feet; thence N.13°08'17"E., a distance of 28.34 feet; thence N.38°50'56"W., a distance of 54.88 feet; thence N.26°44'14"W., a distance of 18.15 feet; thence N.27°04'41"W., a distance of 23.28 feet; thence N.12°44'36"W., a distance of 75.16 feet to the North boundary line of said Section 18; thence along said North boundary line, S.89°46'00"E., a distance of 114.93 feet; thence S.35°47'36"E., a distance of 122.65 feet; thence S.02°45'39"W., a distance of 35.78 feet; thence S.09°37'32"E., a distance of 73.87 feet; thence N.42°57'42"E., a distance of

13.14 feet; thence S.39°53'22"E., a distance of 26.03 feet; thence S.32°20'27"E., a distance of 43.64 feet; thence S.16°42'21"W., a distance of 83.41 feet; thence S.35°06'55"W., a distance of 57.82 feet; thence S.50°45'07"W., a distance of 70.80 feet; thence S.53°01'16"W., a distance of 31.14 feet; thence S.43°22'20"W., a distance of 55.26 feet; thence S.48°17'17"W., a distance of 37.03 feet; thence S.16°52'37"W., a distance of 27.90 feet; thence S.64°59'05"W., a distance of 32.69 feet; thence S.10°32'04"E., a distance of 41.11 feet; thence S.11°18'39"W., a distance of 40.15 feet; thence S.51°32'24"W., a distance of 16.33 feet; thence N.69°46'28"W., a distance of 105.51 feet; thence S.38°54'42"E., a distance of 93.85 feet; thence S.55°21'58"W., a distance of 38.30 feet; thence N.77°57'52"W., a distance of 70.67 feet; thence N.83°26'18"W., a distance of 82.63 feet; thence S.21°25'11"E., a distance of 68.44 feet; thence S.08°12'46"W., a distance of 59.62 feet; thence S.26°49'21"W., a distance of 33.47 feet; thence S.11°59'17"E., a distance of 51.43 feet; thence S.34°23'54"E., a distance of 22.66 feet; thence S.20°22'26"W., a distance of 46.40 feet; thence S.29°22'36"W., a distance of 58.39 feet; thence S.01°35'31"E., a distance of 71.34 feet; thence S.19°29'50"W., a distance of 100.39 feet; thence S.21°40'01"W., a distance of 199.31 feet; thence S.20°46'01"W., a distance of 65.62 feet; thence S.40°21'10"W., a distance of 28.17 feet; thence S.58°40'11"W., a distance of 108.80 feet; thence N.84°11'58"W., a distance of 28.82 feet; thence S.29°46'37"W., a distance of 132.39 feet; thence S.41°01'41"W., a distance of 178.43 feet; thence S.16°39'19"W., a distance of 183.75 feet; thence S.00°56'27"E., a distance of 121.15 feet; thence S.40°09'21"W., a distance of 48.48 feet; thence S.42°26'41"W., a distance of 82.71 feet; thence S.67°35'10"W., a distance of 92.74 feet; thence S.71°21'15"W., a distance of 132.64 feet; thence S.51°32'58"W., a distance of 143.82 feet; thence S.58°57'43"W., a distance of 113.64 feet; thence S.49°44'33"W., a distance of 92.17 feet; thence S.61°44'41"W., a distance of 98.80 feet; thence S.46°25'03"W., a distance of 250.34 feet; thence S.67°43'04"W., a distance of 158.66 feet; thence S.73°20'08"W., a distance of 106.00 feet; thence S.87°15'21"W., a distance of 83.61 feet; thence S.78°04'29"W., a distance of 188.40 feet; thence S.88°46'16"W., a distance of 91.25 feet; thence S.79°53'25"W., a distance of 56.19 feet; thence S.73°18'22"W., a distance of 46.01 feet; thence S.88°10'21"W., a distance of 43.47 feet; thence S.71°34'25"W., a distance of 51.20 feet; thence S.68°58'11"W., a distance of 73.22 feet; thence S.82°24'21"W., a distance of 36.67 feet; thence S.62°20'34"W., a distance of 56.63 feet; thence S.67°54'52"W., a distance of 29.93 feet; thence N.81°50'13"W., a distance of 39.44 feet; thence S.34°07'44"W., a distance of 26.99 feet; thence S.52°51'09"W., a distance of 44.35 feet; thence S.44°59'31"W., a distance of 62.73 feet; thence S.34°29'43"W., a distance of 47.30 feet; thence S.37°48'41"W., a distance of 77.46 feet; thence S.44°05'01"W., a distance of 104.14 feet; thence S.11°03'45"W., a distance of 53.98 feet; thence S.25°33'55"W., a distance of 59.65 feet; thence S.24°11'24"E., a distance of 66.56 feet; thence S.15°04'45"E., a distance of 93.93 feet; thence S.16°16'45"W., a distance of

73.77 feet; thence S.13°35'22"E., a distance of 79.37 feet; thence S.17°15'05"E., a distance of 67.44 feet; thence S.10°46'39"E., a distance of 49.67 feet; thence S.32°15'40"E., a distance of 83.28 feet; thence S.35°28'48"E., a distance of 51.54 feet; thence S.42°34'19"E., a distance of 38.78 feet; thence S.27°08'59"E., a distance of 38.43 feet; thence S.34°26'44"E., a distance of 55.01 feet; thence S.26°46'23"E., a distance of 78.95 feet; thence S.43°57'03"E., a distance of 39.50 feet; thence S.39°50'30"E., a distance of 41.69 feet; thence S.57°07'39"E., a distance of 105.33 feet; thence S.68°02'05"E., a distance of 58.77 feet; thence S.46°14'09"E., a distance of 69.25 feet; thence S.50°20'53"E., a distance of 88.24 feet; thence S.63°31'13"E., a distance of 49.58 feet; thence N.80°02'36"E., a distance of 66.58 feet; thence S.48°43'40"E., a distance of 66.31 feet; thence S.53°25'55"E., a distance of 17.70 feet; thence S.77°46'53"E., a distance of 32.02 feet; thence S.66°42'36"E., a distance of 43.00 feet; thence S.47°52'51"E., a distance of 68.70 feet; thence S.26°30'53"E., a distance of 67.39 feet; thence S.73°54'31"E., a distance of 29.12 feet; thence S.48°14'54"E., a distance of 66.51 feet; thence S.57°27'02"E., a distance of 82.25 feet; thence S.54°12'43"E., a distance of 76.18 feet; thence S.43°58'53"E., a distance of 64.13 feet; thence S.18°44'44"E., a distance of 37.50 feet; thence S.77°36'19"E., a distance of 32.42 feet; thence S.25°02'56"E., a distance of 70.17 feet; thence S.66°34'02"E., a distance of 19.81 feet; thence S.22°01'60"E., a distance of 36.74 feet; thence S.27°30'54"E., a distance of 36.28 feet; thence S.49°48'56"E., a distance of 34.77 feet; thence S.65°38'47"E., a distance of 39.87 feet; thence S.53°45'56"E., a distance of 35.03 feet; thence N.35°16'36"E., a distance of 35.15 feet; thence S.43°29'34"E., a distance of 148.73 feet; thence S.27°44'05"E., a distance of 139.45 feet; thence S.61°22'04"E., a distance of 21.31 feet; thence S.24°22'21"E., a distance of 65.57 feet; thence S.21°11'40"E., a distance of 49.91 feet; thence S.29°21'33"E., a distance of 99.64 feet; thence S.15°40'50"W., a distance of 20.69 feet; thence S.16°23'39"E., a distance of 62.04 feet to the South boundary line of the Southeast 1/4 of said Section 18; thence along said South boundary line line, N.89°54'35"W., a distance of 136.86 feet to the Point of Beginning; containing 46.31 acres, more or less.

MORTGAGEE CONSENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF HUNTER'S GREEN

KNOWN ALL MEN BY THESE PRESENTS THAT:

The Royal Bank of Canada, a Canadian chartered bank ("Mortgagee"), as present legal holder and owner of that certain mortgage given by Markborough Florida, Inc. in favor of Mortgagee, recorded in Official Records Book 4858 at Page 1602 of the Public Records of Hillsborough County, Florida, as amended by that certain Receipt of Future Advance Under Mortgage Providing for Future Advances and Mortgage Modification Agreement, recorded in Official Records Book 5162 at Page 553 of the Public Records of Hillsborough County, Florida (together the "Mortgage"), which Mortgage encumbers the real property described in the Declaration of Covenants, Conditions and Restrictions of Hunter's Green (hereinafter referred to as the "Declaration") to which this consent is attached, does hereby consent to the recordation of the Declaration; provided, however, that, except for the provisions contained in Articles X and XV of the Declaration, if any term, covenant, condition or restriction contained in the Declaration could be construed or interpreted so as to alter, amend, modify or lessen the covenants, representations, warranties and obligations of Mortgagor (as that term is defined in the Mortgage) under the Mortgage, then the terms, covenants and conditions of the Mortgage shall control. Provided, further, that the Declaration shall not be amended without the prior written consent of Mortgagee.

IN WITNESS WHEREOF, Mortgagee has caused this Mortgagee consent to Declaration of Covenants, Conditions and Restrictions of Hunter's Green to be executed this 1st day of OCTOBER, 1987.

Signed in Presence of:

THE ROYAL BANK OF CANADA, a
Canadian chartered bank

Lois De Sauter
Andrea M. Sauter
Lois De Sauter
Andrea M. Sauter

By: T.W. McCabe
Manager Commercial Banking

By: Wolfgang Stahlmann
Chief Agent, Miami Agency

STATE OF FLORIDA)
)ss:
COUNTY OF DADE)

I hereby certify that on this date before me, personally appeared T.W. McCabe, as Manager, Commercial Banking of The Royal Bank of Canada, a Canadian chartered bank, to me known to be the person who signed the foregoing

instrument as such officer and acknowledged execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned and that the said instrument is the act and deed of said bank.

Executed and sealed by me at Miami, Dade County, Florida on 10-1, 1987.

M. J. Hall
Notary Public
State of Florida

My commission expires:

10-1-1990

STATE OF FLORIDA)
)ss:
COUNTY OF DADE)

I hereby certify that on this date before me, personally appeared Wolfgang Stahlmann, as Chief Agent, Miami Agency of The Royal Bank of Canada, a Canadian chartered bank, to me known to be the person who signed the foregoing instrument as such officer and acknowledged execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned and that the said instrument is the act and deed of said bank.

Executed and sealed by me at Miami, Dade County, Florida on 10-1, 1987.

M. J. Hall
Notary Public
State of Florida

My commission expires:

10-1-1990

Prepared by and
return to:
Douglas C. Roland, Esq.
610 Azeele Street
Tampa, Florida 33606

OFF. REC. 6722 PC 1059

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

312

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HUNTER'S GREEN

WHEREAS, Markborough Florida, Inc. is the Declarant of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green (the "Declaration"); and

WHEREAS, the Declaration was recorded October 8, 1987, in Official Record Book 5243, Page 1979 of the Public Records of Hillsborough County, Florida encumbering the property described in Exhibit "A" attached hereto; and

WHEREAS, in Article XVI, Section 3 of the Declaration, the Declarant reserved to itself the right to alter, modify, change, revoke, rescind or cancel the contents of the Declaration except certain provisions not affected herein; and

WHEREAS, Declarant wishes to modify certain provisions of the Declaration for purposes of clarifying the intent and scope thereof.

NOW, THEREFORE, Declarant hereby modifies the Declaration as follows:

I. Article IV, Section 1, subparagraph O. is hereby deleted in its entirety.

II. The first two paragraphs of Article XIII and subparagraphs A., B., F. and G. thereof are hereby deleted in their entirety and the following substituted therefor:

" ARTICLE XIII

CABLE TELEVISION SERVICES

RECORD VERIFIED
Richard Ake
Clerk of Circuit Court
Hillsborough County, Fla.
By William Robinson, D.C.

The Declarant and/or the Association shall have the right to enter into contracts for the provision of cable television ("CATV") service upon such terms as the Declarant and/or the Association shall deem, in its sole discretion, to be in the best interests of the Association and all Owners within the Properties. The agreement shall provide that basic CATV services shall be mandatory

for all Residential Unit Owners within the Properties.

The contract for CATV system services may additionally provide as follows:

A. Every Residential Unit constructed within the Properties shall be subject to a charge for basic CATV services, to be collected directly from each Residential Unit Owner by the Contractual Designee (as defined below) providing such services.

B. The term "Contractual Designee" or "Contractual Designees" shall mean the company or companies with which the Declarant and/or the Association has contracted for the furnishing of such CATV.

F. The Contractual designee may impose such additional charges for optional CATV as consistent with rates for services as approved by local governmental agency having jurisdiction over the franchising of such services. Such services shall not be mandatory, but if elected by individual Residential Unit Owners, such owners shall be individually billed for such services by the Contractual Designee.

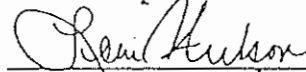
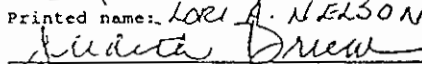
G. The Declarant and/or the Association and the Contractual Designee may exclude non-residential tracts within the Properties from the provisions of this Article XIII and may further exclude residential tracts which, in the determination of the Declarant and/or the Association and the contractual Designee, have uses for CATV inconsistent with the overall design of such services in Hunter's Green as a whole."

III. The last sentence of Article IX, Section 2, subparagraph B is hereby deleted in its entirety and the following substituted therefor:

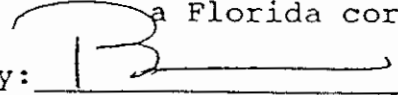
"This Article shall not apply to the Properties owned by the Declarant while it is being developed by the Declarant in accordance with an approved site plan."

IN WITNESS WHEREOF, the Declarant has executed this First Amendment as of the 26TH day of AUG, 1992.

Signed, sealed and delivered
in the presence of:


Printed name: LORI A. NELSON

Printed name: JUDITH DRUM

Markborough Florida, Inc.
a Florida corporation

By: 
Thomas Brown, President

OFF. 6722 PG 1061
REC.

STATE OF FLORIDA)
)ss
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 26TH day of August, 1992 by Thomas Brown, President of Markborough Florida, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

Linda Feyl
Printed name:
NOTARY PUBLIC
My commission expires:

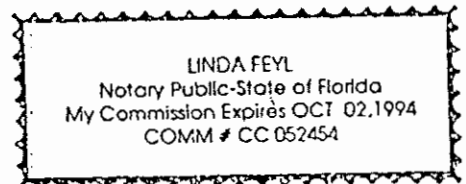


EXHIBIT A

OFF. REC. 6722 PG 1062

Description Parcel 1:

1-A) All that portion of Section 13 and all that portion of the North 1/2 of Section 23 and 24, lying southeasterly of State Road 581, in Township 27 South, Range 19 East, Hillsborough County, Florida.

Less:

SWF Parcel No. 13-300-102.5 - Tract No. 1:

That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 679.56 feet to the Point of Beginning; thence N00°10'27"W, a distance of 1315.60 feet; thence N27°20'08"E, a distance of 1484.85 feet, to the North boundary of said Section 24; thence continue N27°20'08"E, a distance of 1163.82 feet; thence N07°52'03"W, a distance of 806.39 feet to the Southeasterly right-of-way line of State Road No. 581; thence N41°46'14"E, along the said Southeasterly right-of-way line of State Road No. 581, a distance of 850 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence N89°27'50"W, along the said South boundary of the North 1/2 of Section 24, a distance of 1020 feet, more or less, to the Point of Beginning.

and Less:

SWF Parcel No. 13-300-102.5 - Tract No. 2:

That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 2136.24 feet to the Point of Beginning; thence N01°18'53"E, a distance of 1816.98 feet; thence N48°54'55"E, a distance of 1257.20 feet, to the North boundary of said Section 24; thence continue N48°54'55"E, a distance of 736.68 feet; thence N00°50'00"E, a distance of 1375.18 feet; thence N25°35'16"W, a distance of 1535.85 feet, to the Southeasterly right-of-way line of State Road No. 581; thence S41°46'14"W, along the said Southeasterly right-of-way line of State Road No. 581 a distance of 1035 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence S89°27'50"E, along the said South boundary of the North 1/2 of Section 24, a distance of 437 feet, more or less, to the Point of Beginning.

Less:

Parcel No. II:

A parcel of land lying in Southwest 1/4 of Section 13, and North 1/2 of Section 23 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida and lying Southeast of State Road No. 581 being more particularly described as follows: Begin at the Southeast corner of the North 1/2 of said Section 23; thence N89°31'13"W, along the South boundary of said North 1/2 of Section 23, a distance of 2186.22 feet to the Southeasterly right of way boundary of said State Road No. 581; thence N41°45'28"E, along said Southeasterly right of way boundary, 5955.96 feet; thence S07°52'55"E, 806.16 feet; thence S27°19'16"W, 2648.67 feet; thence S00°11'19"E, 1315.60 feet to the Southerly boundary of said North 1/2 of Section 24; thence N89°28'42"W, along said Southerly boundary, 679.56 feet to the Point of Beginning.

1-B) The West 5/8 of Section 16 lying North of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-C) All of Section 17, less that part of the Southeast 1/4 thereof lying south of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-D) All of Section 18, Township 27 South, Range 20 East, Hillsborough County, Florida.

1995 MAR -3 PM 3:19

95047138

OFF: 7685 PG 840
REC: 7685 PG 840

Prepared by and
return to:
Douglas C. Roland, Esq.
Newman, Deason & Roland
P.O. Box 75005
Tampa, Florida 33675-0005

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF HUNTER'S GREEN**

WHEREAS, Markborough
Florida, Inc. is the Declarant of
the Declaration of Covenants,
Conditions and Restrictions of
Hunter's Green (the
"Declaration"); and

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

WHEREAS, Markborough
Development Company Limited is successor by merger to Markborough
Florida, Inc.; and

WHEREAS, the Declaration was recorded October 8, 1987, in
Official Record Book 5243, Page 1979 of the Public Records of
Hillsborough County, Florida encumbering the property described in
Exhibit "A" attached hereto; and

WHEREAS, the Declaration was amended by that certain First
Amendment to the Declaration by instrument recorded in Official
Record Book 6722, Page 1059 of the Public Records of Hillsborough
County, Florida; and

WHEREAS, in Article XVI, Section 3 of the Declaration, the
Declarant reserved to itself the right to alter, modify, change,
revoke, rescind or cancel the contents of the Declaration except
certain provisions not affected herein and certain provisions
requiring the specific approval of the Reviewing Entities (as
defined in the Declaration); and

WHEREAS, Declarant submitted to the Reviewing Entities a
Notice of Proposed Change to permit the controlled use of certain
herbicides and pesticides in specified Protected Areas; and

WHEREAS, in the Fifth Amendment to Development Order recorded
in Official Record Book 7455, Page 366 and the Sixth Amendment to
Development Order recorded in Official Record Book 7668, Page 1897,
the Reviewing Entities consented to this amendment; and

WHEREAS, Declarant wishes to modify certain provisions of the
Declaration for purposes stated herein above.

NOW, THEREFORE, Declarant hereby modifies the Declaration as
follows:

I. Article X, Section 1, subparagraph A.1.(d) is hereby deleted in its entirety and the following substituted therefor:

"A.1.(d). use pesticides or fertilizers:"

II. Article X, Section 1, subparagraph B.1.(d) is hereby deleted in its entirety and the following substituted therefor:

"A.1.(d). use pesticides or fertilizers:"

III. Article X, Section 1, subparagraph A.3.(a).vi is hereby added:

"A.3.(a).vi. Invasive exotic vegetation, pests, or plant diseases may be treated by or under the direct supervision of a certified Florida applicator, and then only in strict compliance with Chapter 5E-2, Florida Administrative Code. Prior to herbicide treatment, the developer shall notify the Florida Department of Environmental Protection (FDEP), and obtain permits from this agency."

IV. Article X, Section 1.A.3.(b).vii., 1.A.3.(d).iv, and 1.B.2.(g) are hereby added as follows:

"A.3.(a).vi. Invasive exotic vegetation, pests, or plant diseases may be treated by or under the direct supervision of a certified Florida applicator, and then only in strict compliance with Chapter 5E-2, Florida Administrative Code. Prior to herbicide treatment, the developer shall notify the Southwest Florida Water Management District and the Hillsborough County Environmental Protection Commission, and obtain appropriate authorization and any necessary permits from these agencies."

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment as of the 21 day of March, 1995.

MARKBOROUGH DEVELOPMENT COMPANY LIMITED
a Texas limited partnership
8709 Hunter's Green Drive
Tampa, Florida 33647

Tish Darias
Print name: TISH DARIAS

Don M. Britton Greene
Print name: DON M. BRITTON GREENE

By: MPI Corp., Its General Partner

By: Wm. Britton Greene
Its: Exec. V.P.

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH) SS.

The foregoing instrument was acknowledged before me this 15 day of March, 1995, by Wm. Britton Greene as Executive Vice President of MPI Corp., the general partner of Markborough Development Company Limited, a Texas limited partnership, on behalf of the corporation. He is personally known to me and did not take an oath.

My Commission Expires:

Linda Feyl
NOTARY PUBLIC
State of Florida at Large [SEAL]



LEGAL DESCRIPTION OF PROPERTIES

Description Parcel 1:

1-A) All that portion of Section 13 and all that portion of the North 1/2 of Section 23 and 24, lying southeasterly of County Road 581 (formerly State Road 581), in Township 27 South, Range 19 East, Hillsborough County, Florida.

Less:

SWP Parcel No. 13-300-102.5 - Tract No. 1:

That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 679.56 feet to the Point of Beginning; thence N00°10'27"W, a distance of 1315.60 feet; thence N27°20'08"E, a distance of 1484.85 feet, to the North boundary of said Section 24; thence continue N27°20'08"E, a distance of 1163.82 feet; thence N07°52'03"W, a distance of 806.39 feet to the Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581); thence N41°46'14"E, along the said Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581), a distance of 850 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence N89°27'50"W, along the said South boundary of the North 1/2 of Section 24, a distance of 1020 feet, more or less, to the Point of Beginning.

and Less:

SWP Parcel No. 13-300-102.5 - Tract No. 2:

That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 2136.24 feet to the Point of Beginning; thence N01°18'53"E, a distance of 1816.98 feet; thence N48°54'55"E, a distance of 1257.20 feet, to the North boundary of said Section 24; thence continue N48°54'55"E, a distance of 736.68 feet; thence N00°50'00"E, a distance of 1375.18 feet; thence N25°35'16"W, a distance of 1535.85 feet, to the Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581); thence S41°46'14"W, along the said Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581) a distance of 1035 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence S89°27'50"E, along the said South boundary of the North 1/2 of Section 24, a distance of 437 feet, more or less, to the Point of Beginning.

(Continued....)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTIES

OFF. REC. 7685PG 844

and Less:

Parcel No. II:

A parcel of land lying in Southwest 1/4 of Section 13, and North 1/2 of Section 23 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida and lying Southeast of County Road 581 (formerly State Road No. 581) being more particularly described as follows: Begin at the Southeast corner of the North 1/2 of said Section 23; thence N89°31'13"W, along the South boundary of said North 1/2 of Section 23, a distance of 2186.22 feet to the Southeasterly right of way boundary of said County Road 581 (formerly State Road No. 581); thence N41°45'28"E, along said Southeasterly right of way boundary, 5955.96 feet; thence S07°52'55"E, 805.16 feet; thence S27°19'16"W, 2648.67 feet; thence S00°11'19"E, 1315.60 feet to the Southerly boundary of said North 1/2 of Section 24; thence N89°28'42"W, along said Southerly boundary, 679.56 feet to the Point of Beginning.

1-B) The West 5/8 of Section 16 lying North of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-C) All of Section 17, less that part of the Southeast 1/4 thereof lying south of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-D) All of Section 18, Township 27 South, Range 20 East, Hillsborough County, Florida.

Parcel 1 contains 1979.92 acres, more or less.

THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF HUNTER'S GREEN

WHEREAS, Markborough Florida, Inc., is the Declarant of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green (the "Declaration"); and

WHEREAS, Markborough Development Company Limited is successor by merger to Markborough Florida, Inc.; and

WHEREAS, the Declaration was recorded October 8, 1987, in Official Record Book 5243, Page 1979 of the Public Records of Hillsborough County, Florida, encumbering the property described in Exhibit A attached hereto; and

WHEREAS, the Declaration was amended by that certain First Amendment to the Declaration by instrument recorded in Official Record Book 6722, Page 1059 of the Public Records of Hillsborough County, Florida; and

WHEREAS, in Article XVI, Section 3 of the Declaration, Declarant reserved to itself the right to alter, modify, change, revoke, rescind or cancel the contents of the Declaration except certain revisions not affected herein and certain provisions requiring the specific approval of the Reviewing Entities (as defined in the Declaration); and

WHEREAS, the Declaration was amended by that certain Second Amendment to the Declaration by instrument recorded in Official Record Book 7685, Page 840 of the Public Records of Hillsborough Country Florida, and

WHEREAS, Declarant wishes to modify those certain provisions of the Declaration for purposes stated herein above,

NOW, THEREFORE, Declarant hereby modifies the Declaration as follows:

I.

1. Article I, Section 1, of the Declaration shall be amended to add the following Paragraph "SS" to Section 1:

"SS. "Membership Recreational Facilities Owner" shall mean Hunter's Green Acquisition Corp., a Florida corporation, and its successors and assigns."

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

✓ Brickleyer Smdker & Bolve
111 E. Madison St.
Ste 2400
Tampa, FL 33602

Third Amendment to Declaration of
Covenants, Conditions, and Restrictions of Hunter's Green

1986 JAN -4 AM 11:00

96002468

II.

1. Article III, Section 3. The first paragraph shall be amended to delete Subparagraph 2 commencing in line 5 and insert the following:

"2) The Owner or the Membership Recreational Facilities Owner is the owner of the Membership Recreational Facilities created and operated by Declarant on the Properties."

2. Article III, Section 3 shall be amended by adding to the last paragraph of Section 3 the following:

"Declarant's right to appoint one (1) member to the Board of Directors, so long as Declarant or the Membership Recreational Facilities Owner is the Owner of the Membership Recreational Facilities, may be assigned by Declarant to the Membership Recreational Facilities Owner."

3. Article III, Section 5, shall be amended to delete all references to the term "Declarant" throughout Article III, Section 5, and replace same with the term "Membership Recreational Facilities Owner."

III.

1. Article IX, Section 2, shall be amended by deleting Paragraph A and inserting the following:

"A. The Board of Directors. The Board of Directors of the Master Association shall establish the DRB which, initially shall be constituted of not less than three (3) persons. At such time as the Declarant shall turnover the control of the Association as provided in Article III hereof, the then-existing members of the DRB who were appointed while the Declarant had control of the Master Association shall resign and the DRB shall then have as members those persons appointed by the Board of Directors of the Master Association following turnover. At such time, the DRB shall consist of five (5) members. Each member shall be appointed for a term of one (1) year and may be removed by the Board of Directors at any time without notice. The DRB shall meet at least monthly at such time and place as may be designated by the chairman who shall be elected by the DRB from among its appointed members. At all times following turnover, the DRB shall consist of the following: (i) a registered landscape architect who shall not be an Owner or resident of Hunter's Green and who shall not

be a member of the Membership Recreational Facilities; (ii) a registered building architect who shall not be an Owner or resident of Hunter's Green and who shall not be a member of the Membership Recreational Facilities; (iii) two (2) persons who demonstrate to the satisfaction of the Board of Directors that they have a minimum of three (3) years experience (or equivalent knowledge) either as (a) a member of another architectural review board for a residential community, (b) an urban designer, (c) a construction engineer, or (d) a licensed general contractor; and (iv) one (1) person appointed by the Owner of the Membership Recreational Facilities; provided, however, that should such Owner refuse or fail to make the appointment, the Board of Directors may appoint any person in its reasonable discretion for the 1-year term. The right of the Owner of the Membership Recreational Facilities to so appoint is exercisable at the beginning of each term of office. Three (3) members shall constitute a quorum for the transaction of business. Prior to turnover, any dispute which arises between Declarant and the Membership Recreational Facilities Owner with regard to an improvement to the Membership Recreational Facilities shall be submitted to an independent architect for resolution. The provisions of this Section 2 shall not be amended except upon written consent of the Owner of the Membership Recreational Facilities."

IV.

1. Article VI, Section 2. In line 3, insert the following after the word "Properties":

"(excluding the real property upon which the Membership Recreational Facilities are located, which is covered by separate recorded easement agreements)"

V.

1. Article VIII, Section 1, Paragraph Q, shall be amended by deleting subparagraph (ii) and (iii) and inserting the following:

"(ii) Temporary structures used during periods of actual construction as approved by the DRB; and temporary structures for use during social functions or used in conjunction with member functions, golf tournaments, or other special events held at the Membership Recreational Facilities."

VI.

1. Article XI, Section 2. Insert the following after the second sentence:

"Notwithstanding anything to the contrary, the Association does not have the right, in any event, to discontinue the Membership Recreational Facilities Owner's use and withdrawal of water from Lake 5 pursuant to the rights and restrictions set forth in applicable usage permits issued by the State of Florida or other governmental agencies."

VII.

1. Article XVI, Section 2 and Section 3. The following shall be added to the end of Article XVI, Section 2 and Section 3:

"Further, any amendment to this Declaration shall not limit, amend, restrict, or revise the rights and benefits specifically granted to the Membership Recreational Facilities Owner in the Declaration as amended by this Third Amendment to Declaration without the Membership Recreational Facilities Owner's prior written approval."

IN WITNESS WHEREOF, the Declarant has executed this Third Amendment as of the 3rd day of January, 1996.

Declarant:

Signed, sealed and delivered
in the presence of:

MARKBOROUGH DEVELOPMENT COMPANY
LIMITED, a Texas limited
partnership

By: MPI Corp., an Arizona
corporation, general partner

By: Carla Smachene

Title: _____

By: W. B. Bean

Title: Exec. VP

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3RD day of January, 1996, by WM. BRITTON GREENE, on behalf of MPI CORP., an Arizona corporation, as general partner of MARKBOROUGH DEVELOPMENT COMPANY LIMITED, a Texas limited partnership, on behalf of said corporation. He is either personally known to me or has produced _____ as identification, and did not take an oath.

Catherine Lamica
Name: _____
Commission No.: _____
Notary Public, State of Florida

My Commission Expires:

[NOTARY SEAL]



Description Parcel 1:

1-A) All that portion of Section 13 and all that portion of the North 1/2 of Section 23 and 24, lying southeasterly of County Road 581 (formerly State Road 581), in Township 27 South, Range 19 East, Hillsborough County, Florida.

Less:

SWF Parcel No. 13-300-102.5 - Tract No. 1:

That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 679.56 feet to the Point of Beginning; thence N00°10'27"W, a distance of 1315.60 feet; thence N27°20'08"E, a distance of 1484.85 feet, to the North boundary of said Section 24; thence continue N27°20'08"E, a distance of 1163.82 feet; thence N07°52'03"W, a distance of 806.39 feet to the Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581); thence N41°46'14"E, along the said Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581), a distance of 850 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence N89°27'50"W, along the said South boundary of the North 1/2 of Section 24, a distance of 1020 feet, more or less, to the Point of Beginning.

and Less:

SWF Parcel No. 13-300-102.5 - Tract No. 2:

That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 2136.24 feet to the Point of Beginning; thence N01°18'53"E, a distance of 1816.98 feet; thence N48°54'55"E, a distance of 1257.20 feet, to the North boundary of said Section 24; thence continue N48°54'55"E, a distance of 736.68 feet; thence N00°50'00"E, a distance of 1375.18 feet; thence N25°35'16"W, a distance of 1535.85 feet, to the Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581); thence S41°46'14"W, along the said Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581) a distance of 1035 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence S89°27'50"E, along the said South boundary of the North 1/2 of Section 24, a distance of 437 feet, more or less, to the Point of Beginning.

and Less:

Parcel No. II:

A parcel of land lying in Southwest 1/4 of Section 13, and North 1/2 of Section 23 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida and lying Southeast of County Road 581 (formerly State Road No. 581) being more particularly described as follows: Begin at the Southeast corner of the North 1/2 of said Section 23; thence N89°31'13"W, along the South boundary of said North 1/2 of Section 23, a distance of 2186.22 feet to the Southeasterly right of way boundary of said County Road 581 (formerly State Road No. 581); thence N41°45'28"E, along said Southeasterly right of way boundary, 5955.96 feet; thence S07°52'55"E, 805.16 feet; thence S27°19'16"W, 2648.67 feet; thence S00°11'19"E, 1315.60 feet to the Southerly boundary of said North 1/2 of Section 24; thence N89°28'42"W, along said Southerly boundary, 679.56 feet to the Point of Beginning.

1-B) The West 5/8 of Section 16 lying North of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-C) All of Section 17, less that part of the Southeast 1/4 thereof lying south of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-D) All of Section 18, Township 27 South, Range 20 East, Hillsborough County, Florida.

Parcel 1 contains 1979.92 acres, more or less.

Prepared by and
return to:
Douglas C. Roland, Esq.
Brickley, Smolker & Bolves
111 East Madison St., Suite 2400
Tampa, Florida 33602

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF HUNTER'S GREEN**

WHEREAS, Markborough Florida, Inc. is the Declarant of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green (the "Declaration"); and

WHEREAS, Markborough Development Company Limited is successor by merger to Markborough Florida, Inc.; and

WHEREAS, the Declaration was recorded October 8, 1987, in Official Record Book 5243, Page 1979 of the Public Records of Hillsborough County, Florida and encumbered the property described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Declaration was amended by that certain First Amendment to the Declaration recorded in Official Record Book 6722, Page 1059, that certain Second Amendment to the Declaration recorded in Official Record Book 7685, Page 480, and that Third Amendment to the Declaration recorded in Official Record Book 8006, Page 1776, all of the Public Records of Hillsborough County, Florida; and

WHEREAS, in Article XVI, Section 3 of the Declaration, the Declarant reserved to itself the right to alter, modify, change, revoke, rescind or cancel the contents of the Declaration; and

WHEREAS, the Declarant wishes to amend certain terms and conditions of the Declaration.

NOW, THEREFORE, Declarant hereby modifies the Declaration as follows:

I. Article I, Section 1. is hereby amended by deleting Paragraph E. and inserting the following:

"E. "Builder" shall mean and refer to those persons who shall enter into agreements with the Declarant or its successors for purchase of all or a portion of a Neighborhood together with a commitment to construct residences thereon, and any person or entity who constructs improvements within Hunter's Green for which DRB (as defined herein) approval is required."

**RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY**

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II. Article I, Section 1. is hereby amended by adding the following to Paragraph G.:

"Commercial Property shall include, without limitation, multi-family rental properties and associated common facilities, offices and recreational areas."

III. Article I, Section 1. is hereby amended by adding the following to Paragraph V.:

"V. A Member shall have only those voting rights as are specifically set forth in this Declaration, the Articles and Bylaws."

IV. Article I, Section 1 is hereby amended by adding the following to Paragraph Z.:

"Notice shall also include hand delivery, posting in a conspicuous place, and electronic delivery (including, without limitation, e-mail, cable television and facsimile transmission) reasonably calculated to provide notice to any recipient thereof."

V. Article I, Section 1. is hereby amended by adding the following to Paragraph II.:

"After issuance of a certificate of occupancy or a determination of substantial completion, the property shall be deemed a Residential Unit notwithstanding partial or complete destruction of the improvements thereon."

VI. Article III, Section 1, Paragraph B is hereby amended by adding the following sentence:

"Voting Representatives shall serve one year terms and be elected annually by the membership of each Neighborhood Association. A Neighborhood Association may elect an alternate Voting Representative who may act in the event of the disability or absence of the Voting Representative."

VII. Article III, Section 2, Paragraph A is hereby amended by (I) deleting the word "twenty" in the first sentence and substituting "eleven", and (ii) deleting the word "three" in the first sentence and substituting "five".

VIII. Article IV, Section 1 is hereby amended by deleting Paragraph Q. and substituting the following:

"Q. Association is hereby granted a right of entry onto the property of each Owner to perform repairs or replacements for which the Owner or his family is responsible or for the abatement

of a nuisance or violation of an Association rule, but which the Owner has failed or refused to perform, abate or correct after the Association shall have given the Owner or the appropriate Neighborhood Association twenty-four (24) hours' notice, and which failure or refusal has endangered or impaired the use or value of other property or Common Property, as determined by the Board of the Association. The Declarant, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal. The Association shall have the right, but not the obligation to perform such repairs or replacements or abate such nuisances."

IX. Article IV is hereby amended by deleting Section 5 and substituting the following:

"Section 5. Conveyance by Association. Upon a meeting duly called and vote of two-thirds (2/3rds) of the votes cast by Voting Representatives, the Association shall be empowered to delegate any of its functions or convey any of its properties to any governmental unit for public utilities or for other public purposes, or to any private entity so long as the use is consistent with the intended use of such property. Any such delegation or conveyance to any governmental unit shall be only upon the approval and acceptance thereof."

X. Article IV, Section 6 is hereby amended by deleting Paragraph A and substituting the following:

"A. by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Property or Restricted Common Property owned, directly or indirectly, by the Association for the benefit of the Residential Units (the granting of easements and conveyance of property pursuant to Article IV, Section 5 shall not be deemed a transfer within the meaning of this clause);"

XI. Article VI, Section 6 is hereby amended by deleting Paragraph E. and substituting the following:

"E. The right of the Association to give, dedicate or sell all or any part of the Common Property and Restricted Common Property (including leasehold interest therein) to any public agency, authority or utility or private concern for such purposes and subject to such conditions as may be determined by the Association, all in accordance with Article IV, Sections 5 and 6."

XII. Article VII, Section 8, paragraph (b) is hereby amended by adding the following:

"In the event any Residential Unit, Membership Recreational Facility or Commercial Property is damaged, either partially or totally, assessments shall continue and shall be based upon the original square footage until such time as the building or buildings are restored or rebuilt and then upon the actual square footage as restored or rebuilt."

XIII. Article XVI, Section 1 is hereby amended by deleting the word "Members" and substituting "Voting Representatives".

IN WITNESS WHEREOF, the Declarant has executed this Fifth Amendment as of the 15th day of AUGUST, 1996.

MARKBOROUGH DEVELOPMENT COMPANY LIMITED
a Texas limited partnership
8709 Hunter's Green Drive
Tampa, Florida 33647

Robert C. Roland
Print name: ROBERT C. ROLAND

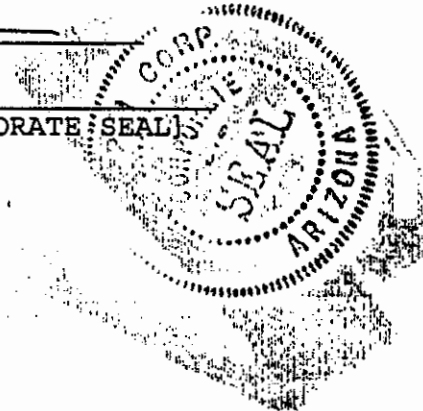
By: MPI Corp., Its General Partner

Patti O. Wooten
Print name: PATTI O. WOOTEN

By: *Wm. Britton Greene*

Its: Exec. VP

[CORPORATE SEAL]

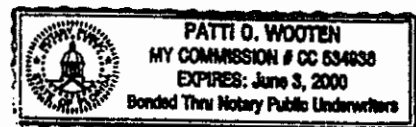


STATE OF FLORIDA)
) SS.
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 15th day of Aug., 1996, by Wm. Britton Greene as Executive Vice President of MPI Corp., the general partner of Markborough Development Company Limited, a Texas limited partnership, on behalf of the corporation. He is personally known to me and did not take an oath.

Patti O. Wooten
NOTARY PUBLIC
State of Florida at Large [SEAL]

My Commission Expires:



LEGAL DESCRIPTION

Description Parcel 1:

1-A) All that portion of Section 13 and all that portion of the North 1/2 of Section 23 and 24, lying southeasterly of County Road 581 (formerly State Road 581), in Township 27 South, Range 19 East, Hillsborough County, Florida.

Less:

SWF Parcel No. 13-300-102.5 - Tract No. 1:

That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 679.56 feet to the Point of Beginning; thence N00°10'27"W, a distance of 1315.60 feet; thence N27°20'08"E, a distance of 1484.85 feet, to the North boundary of said Section 24; thence continue N27°20'08"E, a distance of 1163.82 feet; thence N07°52'03"W, a distance of 806.39 feet to the Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581); thence N41°46'14"E, along the said Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581), a distance of 850 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence N89°27'50"W, along the said South boundary of the North 1/2 of Section 24, a distance of 1020 feet, more or less, to the Point of Beginning.

and Less:

SWF Parcel No. 13-300-102.5 - Tract No. 2:

That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 2136.24 feet to the Point of Beginning; thence N01°18'53"E, a distance of 1816.98 feet; thence N48°54'55"E, a distance of 1257.20 feet, to the North boundary of said Section 24; thence continue N48°54'55"E, a distance of 736.68 feet; thence N00°50'00"E, a distance of 1375.18 feet; thence N25°35'16"W, a distance of 1535.85 feet, to the Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581); thence S41°46'14"W, along the said Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581) a distance of 1035 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence S89°27'50"E, along the said South boundary of the North 1/2 of Section 24, a distance of 437 feet, more or less, to the Point of Beginning.

REC-8254 61400

and Less:

Parcel No. 11:

A parcel of land lying in Southwest 1/4 of Section 13, and North 1/2 of Section 23 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida and lying Southeast of County Road 581 (formerly State Road No. 581) being more particularly described as follows: Begin at the Southeast corner of the North 1/2 of said Section 23; thence N89°31'13"W, along the South boundary of said North 1/2 of Section 23, a distance of 2186.22 feet to the Southeasterly right of way boundary of said County Road 581 (formerly State Road No. 581); thence N41°45'28"E, along said Southeasterly right of way boundary, 5955.96 feet; thence S07°52'55"E, 806.16 feet; thence S27°19'16"W, 2648.67 feet; thence S00°11'19"E, 1315.60 feet to the Southerly boundary of said North 1/2 of Section 24; thence N89°28'42"W, along said Southerly boundary, 679.56 feet to the Point of Beginning.

1-B) The West 5/8 of Section 16 lying North of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-C) All of Section 17, less that part of the Southeast 1/4 thereof lying south of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-D) All of Section 18, Township 27 South, Range 20 East, Hillsborough County, Florida.

✓ Prepared by and
return to:
Douglas C. Roland, Esq.
Brickleyer Smolker & Bolves, P.A.
111 E. Madison Street, Suite 2400
Tampa, Florida 33602

**FIFTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF HUNTER'S GREEN**

WHEREAS, Markborough
Florida, Inc. is the Declarant of
the Declaration of Covenants,
Conditions and Restrictions of
Hunter's Green (the
"Declaration"); and

WHEREAS, Markborough
Development Company Limited is successor by merger to Markborough
Florida, Inc.; and

WHEREAS, the Declaration was recorded October 8, 1987, in
Official Record Book 5243, Page 1979 of the Public Records of
Hillsborough County, Florida encumbering the property described in
Exhibit "A" attached hereto; and

WHEREAS, the Declaration was amended by that certain First
Amendment to the Declaration by instrument recorded in Official
Record Book 6722, Page 1059, by that certain Second Amendment to
the Declaration by instrument recorded in Official Record Book
7685, Page 480, by that certain Third Amendment to the Declaration
recorded in Official Record Book 8006, Page 1776, and by that
certain Fourth Amendment to the Declaration recorded in Official
Record Book 8254, Page 1451, all of the Public Records of
Hillsborough County, Florida; and

WHEREAS, in Article XVI, Section 3 of the Declaration, the
Declarant reserved to itself the right to alter, modify, change,
revoke, rescind or cancel the contents of the Declaration except
certain provisions not affected herein and certain provisions
requiring the specific approval of the Reviewing Entities (as
defined in the Declaration); and

WHEREAS, the Declarant wishes to remove from the lien and
operation of the Declaration certain of the lands described herein;
and

WHEREAS, the Declarant has requested and the Reviewing
Entities (as defined in the Declaration) have approved of such
amendment.

NOW, THEREFORE, Declarant hereby modifies the Declaration as

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

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follows:

I. The real property described in Exhibit "A-1" attached hereto is hereby deleted from Exhibit "A" as recorded in the Declaration and shall no longer be subject to the terms and conditions thereof.

II. This amendment shall not become effective until the recording of a similar declaration with respect to the land described in Exhibit "A-1".

IN WITNESS WHEREOF, the Declarant has executed this Fifth Amendment as of the 17th day of October, 1996.

MARKBOROUGH DEVELOPMENT COMPANY LIMITED
a Texas limited partnership
8709 Hunter's Green Drive
Tampa, Florida 33647

Tish Darias
Print name: TISH DARIAS

By: MPI Corp., Its General Partner

Teri McGinnis
Print name: Teri McGinnis

By: Wm. Britton Greene
Wm. Britton Greene

Its: _____
Executive Vice President
[CORPORATE SEAL]

STATE OF FLORIDA)
) SS.
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 17th day of OCTOBER, 1996, by Wm. Britton Greene as Executive Vice President of MPI Corp., the general partner of Markborough Development Company Limited, a Texas limited partnership, on behalf of the corporation. He is personally known to me and did not take an oath.

Linda Feyl
NOTARY PUBLIC
State of Florida at Large [SEAL]

My Commission Expires:

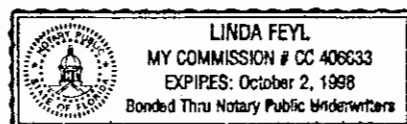


EXHIBIT "A-1"**PARCEL 1**

DESCRIPTION: A parcel of land lying in Sections 16 and 17, Township 27 South, Range 20 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 16 run thence S.89°46'03"E., 3319.70 feet along the North boundary of said Section 16 to a point on the East boundary of the West 5/8 of said Section 16; thence S.00°25'11"E., 4725.98 feet along said East boundary to a point on the Northern boundary of a Civilian Conservation Corps Road; thence along said Northern boundary the following thirteen (13) courses: 1) N.70°39'55"W., 673.38 feet; 2) N.79°05'47"W., 89.59 feet; 3) S.88°56'10"W., 1779.48 feet; 4) S.88°14'35"W., 473.31 feet; 5) S.76°52'41"W., 383.91 feet; 6) S.74°56'41"W., 279.33 feet; 7) S.62°10'45"W., 80.86 feet; 8) S.52°33'15"W., 114.05 feet; 9) S.42°32'06"W., 89.18 feet; 10) S.33°22'57"W., 364.18 feet; 11) S.35°36'19"W., 48.11 feet; 12) S.39°16'33"W., 40.17 feet; 13) S.42°11'16"W., 52.76 feet to a point on the South boundary of said Section 17; thence N.89°54'53"W., 1300.48 feet along said South boundary; thence N.32°54'40"W., 38.51 feet; thence N.15°43'40"W., 68.84 feet; thence N.24°34'31"W., 152.51 feet; thence N.29°22'13"W., 27.42 feet; thence N.46°53'21"W., 180.96 feet; thence N.33°11'02"W., 89.20 feet; thence N.15°08'08"E., 122.52 feet; thence N.82°15'22"W., 62.20 feet; thence N.11°30'00"W., 182.88 feet; thence N.43°16'24"E., 65.20 feet; thence N.56°28'45"E., 161.56 feet; thence N.48°28'29"W., 84.83 feet; thence N.07°02'45"W., 54.90 feet; thence S.86°14'21"E., 131.61 feet; thence N.25°03'27"E., 37.50 feet; thence N.21°34'44"W., 116.75 feet; thence N.07°05'25"W., 20.00 feet to a point on a curve; thence Easterly, 229.84 feet along the arc of a curve to the right having a radius of 760.50 feet and a central angle of 17°18'58" (chord bearing S.88°25'56"E., 228.97 feet); thence N.10°13'33"E., 79.00 feet to a point on a curve; thence Easterly, 20.81 feet along the arc of said curve to the right having a radius of 839.50 feet and a central angle of 01°25'13" (chord bearing S.79°03'51"E., 20.81 feet); thence S.78°21'00"E., 215.78 feet; thence N.11°39'00"E., 92.66 feet; thence S.69°23'33"E., 108.12 feet; thence N.68°03'11"E., 63.86 feet; thence S.80°46'34"E., 54.77 feet; thence S.46°46'42"E., 77.33 feet; thence N.78°46'02"E., 38.50 feet; thence N.39°43'32"E., 47.72 feet; thence N.11°10'57"W., 37.93 feet; thence N.14°20'51"E., 67.75 feet; thence N.38°36'37"W., 153.90 feet; thence S.87°43'09"W., 166.40 feet; thence N.73°34'55"W., 96.87 feet; thence N.30°45'31"E., 47.16 feet; thence N.52°09'52"W., 43.02 feet; thence N.19°03'46"W., 217.67 feet; thence N.51°48'14"E., 92.85 feet; thence N.17°22'19"E., 92.34 feet; thence N.61°11'21"E., 61.00 feet; thence N.73°33'41"W., 142.99 feet; thence N.56°38'27"W., 146.77 feet; thence N.37°35'41"W., 55.56 feet; thence N.10°35'35"W., 126.93 feet; thence N.33°15'37"W., 54.91 feet; thence N.78°15'50"W., 42.42 feet; thence S.31°12'00"W., 176.28 feet; thence S.80°45'24"W., 171.55 feet; thence N.61°26'00"W., 213.69 feet; thence N.87°06'00"W., 213.90 feet; thence S.60°46'00"W., 98.81 feet; thence N.40°47'53"W., 91.40 feet; thence N.21°06'22"E., 218.62 feet; thence N.67°04'42"E., 79.93 feet; thence NORTH, 41.90 feet; thence N.75°00'00"W., 280.89 feet; thence N.62°41'18"W., 320.64 feet; thence N.27°18'42"E., 30.76 feet; thence N.26°09'17"E., 286.01 feet; thence N.15°00'00"E., 270.97 feet; thence N.75°00'00"W., 20.00 feet; thence N.15°00'00"E., 399.00

feet; thence S.75°00'00"E., 243.48 feet; thence N.41°24'53"E., 246.64 feet; thence N.21°12'00"W., 123.24 feet; thence N.71°57'49"W., 102.31 feet; thence N.15°09'06"W., 171.81 feet; thence N.28°05'52"E., 138.08 feet; thence N.71°20'50"E., 146.77 feet; thence S.63°58'26"E., 271.67 feet; thence S.15°21'21"E., 91.45 feet; thence N.89°17'41"E., 87.28 feet; thence N.69°30'11"E., 83.95 feet; thence S.32°49'03"E., 61.04 feet; thence S.81°24'27"E., 379.74 feet; thence S.31°33'45"W., 20.00 feet; thence S.61°31'31"E., 109.70 feet; thence S.53°40'16"E., 54.10 feet to a point on a curve; thence Northeasterly, 282.98 feet along the arc of a curve to the right having a radius of 1033.50 feet and a central angle of 15°41'16" (chord bearing N.44°10'22"E., 282.09 feet); thence N.86°56'18"E., 0.68 feet to a point on a curve; thence Northeasterly, 109.03 feet along the arc of a curve to the right having a radius of 60.00 feet and a central angle of 104°06'57" (chord bearing N.48°59'46"E., 94.64 feet) to a point of reverse curvature; thence Easterly, 24.52 feet along the arc of a curve to the left having a radius of 33.00 feet and a central angle of 42°34'39" (chord bearing N.79°45'55"E., 23.96 feet) to a point of reverse curvature; thence Northeasterly, 277.61 feet along the arc of a curve to the right having a radius of 1033.50 feet and a central angle of 15°23'25" (chord bearing N.66°10'17"E., 276.78 feet) to a point of tangency; thence N.73°52'00"E., 655.11 feet to a point of curvature; thence Northeasterly, 53.10 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 86°55'09" (chord bearing N.30°24'26"E., 48.15 feet) to a point of reverse curvature; thence Northerly, 284.97 feet along the arc of a curve to the right having a radius of 1239.50 feet and a central angle of 13°10'22" (chord bearing N.06°27'58"W., 284.34 feet) to a point of tangency; thence N.00°07'13"E., 514.23 feet to a point on the North boundary of said Section 17; thence S.89°52'47"E., 419.79 feet along said North boundary to the POINT OF BEGINNING.

Containing 586.512 acres, more or less.

(Heidt & Associates, Inc. Dwg. No. 162720-1:HGEBS)

PARCEL II

DESCRIPTION: A parcel of land lying in Section 17, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northeast corner of said Section 17, also being a point on the North boundary of ARBOR GREENE, as recorded in Official Record Book 8046, Page 0324, Public Records of Hillsborough County, Florida, run thence along the North boundary of said Section 17, also being said North boundary of ARBOR GREENE, N.89°52'47"W., 419.79 feet to the Northwest corner of said ARBOR GREENE; thence along the Westerly boundary of said ARBOR GREENE, the following thirty-four (34) courses: 1) S.00°07'13"W., 514.23 feet to a point of curvature; 2) Southerly, 284.97 feet along the arc of a curve to the left having a radius of 1239.50 feet and a central angle of 13°10'22" (chord bearing S.06°27'58"E., 284.34 feet) to a point of reverse curvature; 3) Southwesterly, 53.10 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 86°55'09" (chord bearing S.30°24'26"W., 48.15 feet) to a point of tangency; 4) S.73°52'00"W., 655.11 feet to a point of curvature; 5) Southwesterly, 277.61 feet along the arc of

a curve to the left having a radius of 1033.50 feet and a central angle of $15^{\circ}23'25''$ (chord bearing $S.66^{\circ}10'17''W.$, 276.78 feet) to a point of reverse curvature; 6) Westerly, 24.52 feet along the arc of a curve to the right having a radius of 33.00 feet and a central angle of $42^{\circ}34'39''$ (chord bearing $S.79^{\circ}45'55''W.$, 23.96 feet) to a point of reverse curvature; 7) Southwesterly, 109.03 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of $104^{\circ}06'57''$ (chord bearing $S.48^{\circ}59'46''W.$, 94.64 feet); 8) $S.86^{\circ}56'18''W.$, 0.68 feet to a point on a curve; 9) Southwesterly, 282.98 feet along the arc of a curve to the left having a radius of 1033.50 feet and a central angle of $15^{\circ}41'16''$ (chord bearing $S.44^{\circ}10'22''W.$, 282.09 feet); 10) $N.53^{\circ}40'16''W.$, 54.10 feet; 11) $N.61^{\circ}31'31''W.$, 109.70 feet; 12) $N.31^{\circ}33'45''E.$, 20.00 feet; 13) $N.81^{\circ}24'27''W.$, 379.74 feet; 14) $N.32^{\circ}49'03''W.$, 61.04 feet; 15) $S.69^{\circ}30'11''W.$, 83.95 feet; 16) $S.89^{\circ}17'41''W.$, 87.28 feet; 17) $N.15^{\circ}21'21''W.$, 91.45 feet; 18) $N.63^{\circ}58'26''W.$, 271.67 feet; 19) $S.71^{\circ}20'50''W.$, 146.77 feet; 20) $S.28^{\circ}05'52''W.$, 138.08 feet; 21) $S.15^{\circ}09'06''E.$, 171.81 feet; 22) $S.71^{\circ}57'49''E.$, 102.31 feet; 23) $S.21^{\circ}12'00''E.$, 123.24 feet; 24) $S.41^{\circ}24'53''W.$, 246.64 feet; 25) $N.75^{\circ}00'00''W.$, 243.48 feet; 26) $S.15^{\circ}00'00''W.$, 399.00 feet; 27) $S.75^{\circ}00'00''E.$, 20.00 feet; 28) $S.15^{\circ}00'00''W.$, 270.97 feet; 29) $S.26^{\circ}09'17''W.$, 286.01 feet; 30) $S.62^{\circ}41'18''E.$, 320.64 feet; 31) $S.75^{\circ}00'00''E.$, 238.27 feet to the **POINT OF BEGINNING**; 32) continue, $S.75^{\circ}00'00''E.$, 42.62 feet; 33) SOUTH, 41.90 feet; 34) $S.67^{\circ}04'42''W.$, 79.93 feet; thence $N.21^{\circ}06'22''E.$, 90.10 feet to the **POINT OF BEGINNING**.

Containing 0.079 acres, more or less.

(Heidt & Associates Job Number WP-137.00:ABGSDS)

PARCEL III

DESCRIPTION: A parcel of land lying in Section 17, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), according to the plat thereof as recorded in Plat Book 77, Page 52, Public Records of Hillsborough County, Florida, said point also being a point on the South boundary of ARBOR GREENE JOINT VENTURE TEMPORARY NON-EXCLUSIVE INGRESS-EGRESS EASEMENT, as recorded in Official Record Book 8046, Page 0350, Public Records of Hillsborough County, Florida, run thence along said South boundary of ARBOR GREENE JOINT VENTURE TEMPORARY NON-EXCLUSIVE INGRESS-EGRESS EASEMENT, lying 100.00 feet South of and parallel with the North boundary of the aforesaid Section 17, $S.89^{\circ}52'47''E.$, 278.86 feet to the Southeast corner of said ARBOR GREENE JOINT VENTURE TEMPORARY NON-EXCLUSIVE INGRESS-EGRESS EASEMENT, also being a point on the Westerly boundary of the property referred to as ARBOR GREENE, as described and recorded in Official Record Book 8046, Page 0324, Public Records of Hillsborough County, Florida; thence along said Westerly boundary of ARBOR GREENE, the following four (4) courses: 1) $S.00^{\circ}07'13''W.$, 414.23 feet to a point of curvature; 2) Southerly, 284.97 feet along the arc of a curve to the left having a radius of 1239.50 feet and a central angle of $13^{\circ}10'22''$ (chord bearing $S.06^{\circ}27'58''E.$, 284.34 feet) to a point of reverse curvature; 3) Southwesterly, 53.10 feet along the arc of a curve

to the right having a radius of 35.00 feet and a central angle of $86^{\circ}55'09''$ (chord bearing $S.30^{\circ}24'26''W.$, 48.15 feet) to a point of tangency; 4) $S.73^{\circ}52'00''W.$, 388.48 feet to the Southeast corner of the aforesaid HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE); thence along the Easterly boundary of said HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), the following six (6) courses: 1) $N.16^{\circ}08'00''W.$, 20.09 feet; 2) $N.09^{\circ}39'37''W.$, 13.48 feet; 3) $N.42^{\circ}40'44''E.$, 37.79 feet; 4) $N.20^{\circ}03'34''W.$, 64.27 feet; 5) $N.49^{\circ}55'56''E.$, 118.19 feet; 6) $N.00^{\circ}07'13''E.$, 650.00 feet to the **POINT OF BEGINNING**.

Containing 5.382 acres, more or less.

(Heidt & Associates No. MBF-HG-WP-102.02:HGABGTDS)

PARCEL IV

DESCRIPTION: A parcel of land lying in Section 17, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southeast corner of HUNTER'S GREEN NORTHEAST REGIONAL LIBRARY SITE, according to the plat thereof as recorded in Plat Book 76, Page 61, Public Records of Hillsborough County, Florida, said point also being a point on the Westerly boundary of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), according to the plat thereof as recorded in Plat Book 77, Page 52, Public Records of Hillsborough County, Florida, run thence along said Westerly boundary of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), the following seven (7) courses: 1) $S.19^{\circ}22'19''E.$, 127.02 feet; 2) $N.63^{\circ}19'31''E.$, 199.07 feet; 3) $S.58^{\circ}41'39''E.$, 55.93 feet; 4) $S.07^{\circ}06'04''E.$, 117.07 feet; 5) $S.27^{\circ}58'43''E.$, 88.53 feet; 6) $S.13^{\circ}47'21''W.$, 99.51 feet; 7) $S.16^{\circ}52'03''E.$, 101.13 feet to the **POINT OF BEGINNING**; thence along said Westerly boundary of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE) the following five (5) courses: 1) $S.70^{\circ}08'26''E.$, 331.39 feet; 2) $S.73^{\circ}11'56''E.$, 79.20 feet; 3) $S.57^{\circ}56'32''E.$, 148.34 feet; 4) $S.28^{\circ}17'47''E.$, 72.73 feet; 5) $N.86^{\circ}56'18''E.$, 85.25 feet to a point on a curve on the Westerly boundary of the property referred to as ARBOR GREENE, as described and recorded in Official Record Book 8046, Page 0324, Public Records of Hillsborough County, Florida; thence along said Westerly boundary of ARBOR GREENE, the following six (6) courses: 1) Southwesterly, 282.98 feet along the arc of a curve to the left having a radius of 1033.50 feet and a central angle of $15^{\circ}41'16''$ (chord bearing $S.44^{\circ}10'22''W.$, 282.09 feet); 2) $N.53^{\circ}40'16''W.$, 54.10 feet; 3) thence $N.61^{\circ}31'31''W.$, 109.70 feet; 4) $N.31^{\circ}33'45''E.$, 20.00 feet; 5) $N.81^{\circ}24'27''W.$, 379.74 feet; 6) $N.32^{\circ}49'03''W.$, 61.04 feet; thence $N.69^{\circ}30'11''E.$, 30.71 feet; thence $N.44^{\circ}51'43''E.$, 50.26 feet; thence $N.23^{\circ}36'19''E.$, 101.95 feet; thence $N.01^{\circ}26'22''W.$, 126.84 feet to the **POINT OF BEGINNING**.

Containing 3.768 acres, more or less.

(Heidt & Associates Dwg. MBF-HG-WP-102.02:HGABGTDS)

PARCEL V

DESCRIPTION: A parcel of land lying in Sections 17 and 18, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 17, run thence along the North boundary of said Section 17, S.89°52'47"E., 4918.59 feet to the Northeast corner of Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement, as recorded in Official Record Book 8046, Page 0350 Public Records of Hillsborough County, Florida, also being the Northwest corner of the property hereinafter referred to as "ARBOR GREENE" and described in Official Record Book 8046, Page 0324, Public Records of Hillsborough County, Florida; thence along the West boundary of said ARBOR GREENE, also being the East boundary of the aforesaid Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement, S.00°07'13"W., 100.00 feet to the Southeast corner of said Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement; thence along a line lying 100.00 feet South of and parallel with the aforesaid North boundary of said Section 17 the following six (6) courses: 1) along the South boundary of said Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement, N.89°52'47"W., 278.86 feet to the Northeast corner of the proposed plat of HUNTER'S GREEN PARCEL "30" (MIDDLE SCHOOL SITE), also being the Southeast corner of Hunter's Green Middle School Access Easement as recorded in Official Record Book 7682, Page 401, Public Records of Hillsborough County, Florida; 2) continue along the South boundary of said Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement, the South boundary of said Hunter's Green Middle School Access Easement, and the North boundary of said proposed plat of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), N.89°52'47"W., 1654.00 feet to the Northwest corner of said proposed plat of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), also being the Northeast corner of HUNTER'S GREEN NORTHEAST REGIONAL LIBRARY, according to the plat thereof as recorded in Plat Book 76, Page 61, Public Records of Hillsborough County, Florida, and also being the Southeast corner of Hunter's Green Library Site Temporary Access Easement, as recorded in Official Record Book 7534, Page 979, Public Records of Hillsborough County, Florida; 3) along the South boundary of said Hunter's Green Library Site Temporary Access Easement, and the North boundary of said HUNTER'S GREEN NORTHEAST REGIONAL LIBRARY, continue N.89°52'47"W., 411.00 feet to the Northwest corner of said HUNTER'S GREEN NORTHEAST REGIONAL LIBRARY, also being the Southwest corner of said Hunter's Green Library Site Temporary Access Easement, and also being the Northeast corner of the Elementary School Site according to the plat of HUNTER'S GREEN HIGHLAND OAK DRIVE NORTH EXTENSION, as recorded in Plat Book 71, Page 75, Public Records of Hillsborough County, Florida; 4) along the North boundary of said plat of HUNTER'S GREEN HIGHLAND OAK DRIVE NORTH EXTENSION, continue N.89°52'47"W., 964.00 feet to the Northwest corner of said plat of HUNTER'S GREEN HIGHLAND OAK DRIVE NORTH EXTENSION, also being the Northeast corner of HUNTER'S GREEN PARCEL 19 PHASE 2, according to the plat thereof as recorded in Plat Book 76, Page 52, Public Records of Hillsborough County, Florida; 5) along the North boundary of said HUNTER'S GREEN PARCEL 19 PHASE 2, continue N.89°52'47"W., 1190.91 feet to the Northwest corner of said HUNTER'S GREEN PARCEL 19 PHASE 2; 6) continue, N.89°52'47"W., 197.88 feet to a point of curvature; thence Westerly, 612.00 feet along the arc of

a curve to the right having a radius of 5100.00 feet and a central angle of $06^{\circ}52'32''$ (chord bearing $N.86^{\circ}26'31''W.$, 611.64 feet) to a point of reverse curvature; thence continue Westerly, 578.34 feet along the arc of a curve to the left having a radius of 4900.00 feet and a central angle of $06^{\circ}45'45''$ (chord bearing $N.86^{\circ}23'08''W.$, 578.00 feet) to a point of tangency; thence along a line lying 30.00 feet South of and parallel with the North boundary of the aforesaid Section 18, $N.89^{\circ}46'00''W.$, 183.60 feet; thence $N.13^{\circ}29'00''E.$, 30.82 feet to a point on said North boundary of Section 18, also being the Southeast corner of CROSS CREEK UNIT 1, according to the plat thereof as recorded in Plat Book 67, Page 16, Public Records of Hillsborough County, Florida; thence along said North boundary of Section 18, $S.89^{\circ}46'00''E.$, 1142.00 feet to the POINT OF BEGINNING.

Containing 12.688 acres, more or less.

(Heidt & Associates Dwg. MBF-HG-456 WP-137.00:AGCCB)

102.6

Prepared by and
return to:
Douglas C. Roland, Esq.
Brickleyer Smolker & Bolves, P.A.
400 N. Tampa Street, Suite 2400
Tampa, Florida 33602

**SIXTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF HUNTER'S GREEN**

WHEREAS, Markborough Florida, Inc. is the Declarant of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green (the "Declaration"); and

WHEREAS, Markborough Development Company Limited is successor by merger to Markborough Florida, Inc.; and

WHEREAS, the Declaration was recorded October 8, 1987, in Official Record Book 5243, Page 1979 of the Public Records of Hillsborough County, Florida encumbering the property described in Exhibit "A" attached hereto; and

WHEREAS, the Declaration was amended by that certain First Amendment to the Declaration by instrument recorded in Official Record Book 6722, Page 1059, by that certain Second Amendment to the Declaration by instrument recorded in Official Record Book 7685, Page 480, by that certain Third Amendment to the Declaration recorded in Official Record Book 8006, Page 1776, and by that certain Fourth Amendment to the Declaration recorded in Official Record Book 8254, Page 1451, and by that certain Fifth Amendment to the Declaration recorded in Official Record Book 8381, Page 1608, all of the Public Records of Hillsborough County, Florida; and

WHEREAS, in Article XVI, Section 3 of the Declaration, the Declarant reserved to itself the right to alter, modify, change, revoke, rescind or cancel the contents of the Declaration except certain provisions not affected herein and certain provisions requiring the specific approval of the Reviewing Entities (as defined in the Declaration); and

WHEREAS, the Declarant wishes to change the Declaration with regard to the position of publicly owned property subject to the terms of the Declaration.

NOW, THEREFORE, Declarant hereby modifies the Declaration as follows:

I. Article I, Section 1.G. is hereby amended by deleting the second sentence thereof.

**RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY**

1991 MAY 22 PM 4:03


0097130059

II. Article VIII is hereby amended by the addition of the following:


"EE. Use of Common Areas and Common Element Areas which are platted rights of way shall be limited to pedestrians, vehicles licensed by an applicable governmental entity, muscular powered bicycles, and other vehicles as determined by the Board of Directors in its sole and reasonable discretion."

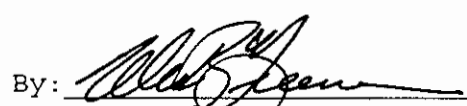
IN WITNESS WHEREOF, the Declarant has executed this ~~Fifth~~ ^{Sixth} Amendment as of the 7th day of MAY, 1997.

MARKBOROUGH DEVELOPMENT COMPANY LIMITED
a Texas limited partnership
8709 Hunter's Green Drive
Tampa, Florida 33647


Print name: NEIL L. McMurry

By: MPI Corp., Its General Partner


Print name: TISH DARIAS

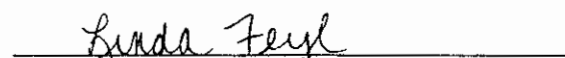
By: 
Wm. Britton Greene
Its: Executive Vice President

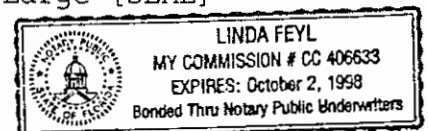
[CORPORATE SEAL]

STATE OF FLORIDA)
) SS.
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 7th day of MAY, 1997, by Wm. Britton Greene as Executive Vice President of MPI Corp., the general partner of Markborough Development Company Limited, a Texas limited partnership, on behalf of the corporation. He is personally known to me and did not take an oath.

My Commission Expires:


NOTARY PUBLIC
State of Florida at Large [SEAL]



Description Parcel 1:

1-A) All that portion of Section 13 and all that portion of the North 1/2 of Section 23 and 24, lying southeasterly of County Road 581 (formerly State Road 581), in Township 27 South, Range 19 East, Hillsborough County, Florida.

Less:

SWF Parcel No. 13-300-102.5 - Tract No. 1:

That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 679.56 feet to the Point of Beginning; thence N00°10'27"W, a distance of 1315.60 feet; thence N27°20'08"E, a distance of 1484.85 feet, to the North boundary of said Section 24; thence continue N27°20'08"E, a distance of 1163.82 feet; thence N07°52'03"W, a distance of 806.39 feet to the Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581); thence N41°46'14"E, along the said Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581), a distance of 850 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence N89°27'50"W, along the said South boundary of the North 1/2 of Section 24, a distance of 1020 feet, more or less, to the Point of Beginning.

and Less:

SWF Parcel No. 13-300-102.5 - Tract No. 2:

That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 2136.24 feet to the Point of Beginning; thence N01°18'53"E, a distance of 1816.98 feet; thence N48°54'55"E, a distance of 1257.20 feet, to the North boundary of said Section 24; thence continue N48°54'55"E, a distance of 736.68 feet; thence N00°50'00"E, a distance of 1375.18 feet; thence N25°35'16"W, a distance of 1535.85 feet, to the Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581); thence S41°46'14"W, along the said Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581) a distance of 1035 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence S89°27'50"E, along the said South boundary of the North 1/2 of Section 24, a distance of 437 feet, more or less, to the Point of Beginning.

and Less:

Parcel No. 11:

A parcel of land lying in Southwest 1/4 of Section 13, and North 1/2 of Section 23 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida and lying Southeast of County Road 581 (formerly State Road No. 581) being more particularly described as follows: Begin at the Southeast corner of the North 1/2 of said Section 23; thence N89°31'13"W, along the South boundary of said North 1/2 of Section 23, a distance of 2186.22 feet to the Southeasterly right of way boundary of said County Road 581 (formerly State Road No. 581); thence N41°45'28"E, along said Southeasterly right of way boundary, 5955.96 feet; thence S07°52'55"E, 806.16 feet; thence S27°19'16"W, 2648.67 feet; thence S00°11'19"E, 1315.60 feet to the Southerly boundary of said North 1/2 of Section 24; thence N89°28'42"W, along said Southerly boundary, 679.56 feet to the Point of Beginning.

1-B) The West 5/8 of Section 16 lying North of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-C) All of Section 17, less that part of the Southeast 1/4 thereof lying south of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-D) All of Section 18, Township 27 South, Range 20 East, Hillsborough County, Florida.

LESS AND EXCEPT THE FOLLOWING FIVE (5) PARCELS:

PARCEL 1

DESCRIPTION: A parcel of land lying in Sections 16 and 17, Township 27 South, Range 20 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 16 run thence S.89°46'03"E., 3319.70 feet along the North boundary of said Section 16 to a point on the East boundary of the West 5/8 of said Section 16; thence S.00°25'11"E., 4725.98 feet along said East boundary to a point on the Northern boundary of a Civilian Conservation Corps Road; thence along said Northern boundary the following thirteen (13) courses: 1) N.70°39'55"W., 673.38 feet; 2) N.79°05'47"W., 89.59 feet; 3) S.88°56'10"W., 1779.48 feet; 4) S.88°14'35"W., 473.31 feet; 5) S.76°52'41"W., 383.91 feet; 6) S.74°56'41"W., 279.33 feet; 7) S.62°10'45"W., 80.86 feet; 8) S.52°33'15"W., 114.05 feet; 9) S.42°32'06"W., 89.18 feet; 10) S.33°22'57"W., 364.18 feet; 11) S.35°36'19"W., 48.11 feet; 12) S.39°16'33"W., 40.17 feet; 13) S.42°11'16"W., 52.76 feet to a point on the South boundary of said Section 17; thence N.89°54'53"W., 1300.48 feet along said South boundary; thence N.32°54'40"W., 38.51 feet; thence N.15°43'40"W., 68.84 feet; thence N.24°34'31"W., 152.51 feet; thence N.29°22'13"W., 27.42 feet; thence N.46°53'21"W., 180.96 feet; thence N.33°11'02"W., 89.20 feet; thence N.15°08'08"E., 122.52 feet; thence N.82°15'22"W., 62.20 feet; thence N.11°30'00"W., 182.88 feet; thence N.43°16'24"E., 65.20 feet; thence N.56°28'45"E., 161.56 feet; thence N.48°28'29"W., 84.83 feet; thence N.07°02'45"W., 54.90 feet; thence S.86°14'21"E., 131.61 feet; thence N.25°03'27"E., 37.50 feet; thence N.21°34'44"W., 116.75 feet; thence N.07°05'25"W., 20.00 feet to a point on a curve; thence Easterly, 229.84 feet along the arc of a curve to the right having a radius of 760.50 feet and a central angle of 17°18'58" (chord bearing S.88°25'56"E., 228.97 feet); thence N.10°13'33"E., 79.00 feet to a point on a curve; thence Easterly, 20.81 feet along the arc of said curve to the right having a radius of 839.50 feet and a central angle of 01°25'13" (chord bearing S.79°03'51"E., 20.81 feet); thence S.78°21'00"E., 215.78 feet; thence N.11°39'00"E., 92.66 feet; thence S.69°23'33"E., 108.12 feet; thence N.68°03'11"E., 63.86 feet; thence S.80°46'34"E., 54.77 feet; thence S.46°46'42"E., 77.33 feet; thence N.78°46'02"E., 38.50 feet; thence N.39°43'32"E., 47.72 feet; thence N.11°10'57"W., 37.93 feet; thence N.14°20'51"E., 67.75 feet; thence N.38°36'37"W., 153.90 feet; thence S.87°43'09"W., 166.40 feet; thence N.73°34'55"W., 96.87 feet; thence N.30°45'31"E., 47.16 feet; thence N.52°09'52"W., 43.02 feet; thence N.19°03'46"W., 217.67 feet; thence N.51°48'14"E., 92.85 feet; thence N.17°22'19"E., 92.34 feet; thence N.61°11'21"E., 61.00 feet; thence N.73°33'41"W., 142.99 feet; thence N.56°38'27"W., 146.77 feet; thence N.37°35'41"W., 55.56 feet; thence N.10°35'35"W., 126.93 feet; thence N.33°15'37"W., 54.91 feet; thence N.78°15'50"W., 42.42 feet; thence S.31°12'00"W., 176.28 feet; thence S.80°45'24"W., 171.55 feet; thence N.61°26'00"W., 213.69 feet; thence N.87°06'00"W., 213.90 feet; thence S.60°46'00"W., 98.81 feet; thence N.40°47'53"W., 91.40 feet; thence N.21°06'22"E., 218.62 feet; thence N.67°04'42"E., 79.93 feet; thence NORTH, 41.90 feet; thence N.75°00'00"W., 280.89 feet; thence N.62°41'18"W., 320.64 feet; thence N.27°18'42"E., 30.76 feet; thence N.26°09'17"E., 286.01 feet; thence N.15°00'00"E., 270.97 feet; thence N.75°00'00"W., 20.00 feet; thence N.15°00'00"E., 399.00

feet; thence S.75°00'00"E., 243.48 feet; thence N.41°24'53"E., 246.64 feet; thence N.21°12'00"W., 123.24 feet; thence N.71°57'49"W., 102.31 feet; thence N.15°09'06"W., 171.81 feet; thence N.28°05'52"E., 138.08 feet; thence N.71°20'50"E., 146.77 feet; thence S.63°58'26"E., 271.67 feet; thence S.15°21'21"E., 91.45 feet; thence N.89°17'41"E., 87.28 feet; thence N.69°30'11"E., 83.95 feet; thence S.32°49'03"E., 61.04 feet; thence S.81°24'27"E., 379.74 feet; thence S.31°33'45"W., 20.00 feet; thence S.61°31'31"E., 109.70 feet; thence S.53°40'16"E., 54.10 feet to a point on a curve; thence Northeasterly, 282.98 feet along the arc of a curve to the right having a radius of 1033.50 feet and a central angle of 15°41'16" (chord bearing N.44°10'22"E., 282.09 feet); thence N.86°56'18"E., 0.68 feet to a point on a curve; thence Northeasterly, 109.03 feet along the arc of a curve to the right having a radius of 60.00 feet and a central angle of 104°06'57" (chord bearing N.48°59'46"E., 94.64 feet) to a point of reverse curvature; thence Easterly, 24.52 feet along the arc of a curve to the left having a radius of 33.00 feet and a central angle of 42°34'39" (chord bearing N.79°45'55"E., 23.96 feet) to a point of reverse curvature; thence Northeasterly, 277.61 feet along the arc of a curve to the right having a radius of 1033.50 feet and a central angle of 15°23'25" (chord bearing N.66°10'17"E., 276.78 feet) to a point of tangency; thence N.73°52'00"E., 655.11 feet to a point of curvature; thence Northeasterly, 53.10 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 86°55'09" (chord bearing N.30°24'26"E., 48.15 feet) to a point of reverse curvature; thence Northerly, 284.97 feet along the arc of a curve to the right having a radius of 1239.50 feet and a central angle of 13°10'22" (chord bearing N.06°27'58"W., 284.34 feet) to a point of tangency; thence N.00°07'13"E., 514.23 feet to a point on the North boundary of said Section 17; thence S.89°52'47"E., 419.79 feet along said North boundary to the POINT OF BEGINNING.

Containing 586.512 acres, more or less.

(Heidt & Associates, Inc. Dwg. No. 162720-1:HGEBS)

PARCEL II

DESCRIPTION: A parcel of land lying in Section 17, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northeast corner of said Section 17, also being a point on the North boundary of ARBOR GREENE, as recorded in Official Record Book 8046, Page 0324, Public Records of Hillsborough County, Florida, run thence along the North boundary of said Section 17, also being said North boundary of ARBOR GREENE, N.89°52'47"W., 419.79 feet to the Northwest corner of said ARBOR GREENE; thence along the Westerly boundary of said ARBOR GREENE, the following thirty-four (34) courses: 1) S.00°07'13"W., 514.23 feet to a point of curvature; 2) Southerly, 284.97 feet along the arc of a curve to the left having a radius of 1239.50 feet and a central angle of 13°10'22" (chord bearing S.06°27'58"E., 284.34 feet) to a point of reverse curvature; 3) Southwesterly, 53.10 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 86°55'09" (chord bearing S.30°24'26"W., 48.15 feet) to a point of tangency; 4) S.73°52'00"W., 655.11 feet to a point of curvature; 5) Southwesterly, 277.61 feet along the arc of

a curve to the left having a radius of 1033.50 feet and a central angle of 15°23'25" (chord bearing S.66°10'17"W., 276.78 feet) to a point of reverse curvature; 6) Westerly, 24.52 feet along the arc of a curve to the right having a radius of 33.00 feet and a central angle of 42°34'39" (chord bearing S.79°45'55"W., 23.96 feet) to a point of reverse curvature; 7) Southwesterly, 109.03 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of 104°06'57" (chord bearing S.48°59'46"W., 94.64 feet); 8) S.86°56'18"W., 0.68 feet to a point on a curve; 9) Southwesterly, 282.98 feet along the arc of a curve to the left having a radius of 1033.50 feet and a central angle of 15°41'16" (chord bearing S.44°10'22"W., 282.09 feet); 10) N.53°40'16"W., 54.10 feet; 11) N.61°31'31"W., 109.70 feet; 12) N.31°33'45"E., 20.00 feet; 13) N.81°24'27"W., 379.74 feet; 14) N.32°49'03"W., 61.04 feet; 15) S.69°30'11"W., 83.95 feet; 16) S.89°17'41"W., 87.28 feet; 17) N.15°21'21"W., 91.45 feet; 18) N.63°58'26"W., 271.67 feet; 19) S.71°20'50"W., 146.77 feet; 20) S.28°05'52"W., 138.08 feet; 21) S.15°09'06"E., 171.81 feet; 22) S.71°57'49"E., 102.31 feet; 23) S.21°12'00"E., 123.24 feet; 24) S.41°24'53"W., 246.64 feet; 25) N.75°00'00"W., 243.48 feet; 26) S.15°00'00"W., 399.00 feet; 27) S.75°00'00"E., 20.00 feet; 28) S.15°00'00"W., 270.97 feet; 29) S.26°09'17"W., 286.01 feet; 30) S.62°41'18"E., 320.64 feet; 31) S.75°00'00"E., 238.27 feet to the POINT OF BEGINNING; 32) continue, S.75°00'00"E., 42.62 feet; 33) SOUTH, 41.90 feet; 34) S.67°04'42"W., 79.93 feet; thence N.21°06'22"E., 90.10 feet to the POINT OF BEGINNING.

Containing 0.079 acres, more or less.

(Heidt & Associates Job Number WP-137.00:ABGSDS)

PARCEL III

DESCRIPTION: A parcel of land lying in Section 17, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), according to the plat thereof as recorded in Plat Book 77, Page 52, Public Records of Hillsborough County, Florida, said point also being a point on the South boundary of ARBOR GREENE JOINT VENTURE TEMPORARY NON-EXCLUSIVE INGRESS-EGRESS EASEMENT, as recorded in Official Record Book 8046, Page 0350, Public Records of Hillsborough County, Florida, run thence along said South boundary of ARBOR GREENE JOINT VENTURE TEMPORARY NON-EXCLUSIVE INGRESS-EGRESS EASEMENT, lying 100.00 feet South of and parallel with the North boundary of the aforesaid Section 17, S.89°52'47"E., 278.86 feet to the Southeast corner of said ARBOR GREENE JOINT VENTURE TEMPORARY NON-EXCLUSIVE INGRESS-EGRESS EASEMENT, also being a point on the Westerly boundary of the property referred to as ARBOR GREENE, as described and recorded in Official Record Book 8046, Page 0324, Public Records of Hillsborough County, Florida; thence along said Westerly boundary of ARBOR GREENE, the following four (4) courses: 1) S.00°07'13"W., 414.23 feet to a point of curvature; 2) Southerly, 284.97 feet along the arc of a curve to the left having a radius of 1239.50 feet and a central angle of 13°10'22" (chord bearing S.06°27'58"E., 284.34 feet) to a point of reverse curvature; 3) Southwesterly, 53.10 feet along the arc of a curve

to the right having a radius of 35.00 feet and a central angle of 86°55'09" (chord bearing S.30°24'26"W., 48.15 feet) to a point of tangency; 4) S.73°52'00"W., 388.48 feet to the Southeast corner of the aforesaid HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE); thence along the Easterly boundary of said HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), the following six (6) courses: 1) N.16°08'00"W., 20.09 feet; 2) N.09°39'37"W., 13.48 feet; 3) N.42°40'44"E., 37.79 feet; 4) N.20°03'34"W., 64.27 feet; 5) N.49°55'56"E., 118.19 feet; 6) N.00°07'13"E., 650.00 feet to the **POINT OF BEGINNING**.

Containing 5.382 acres, more or less.

(Heidt & Associates No. MBF-HG-WP-102.02:HGABGTDS)

PARCEL IV

DESCRIPTION: A parcel of land lying in Section 17, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southeast corner of HUNTER'S GREEN NORTHEAST REGIONAL LIBRARY SITE, according to the plat thereof as recorded in Plat Book 76, Page 61, Public Records of Hillsborough County, Florida, said point also being a point on the Westerly boundary of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), according to the plat thereof as recorded in Plat Book 77, Page 52, Public Records of Hillsborough County, Florida, run thence along said Westerly boundary of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), the following seven (7) courses: 1) S.19°22'19"E., 127.02 feet; 2) N.63°19'31"E., 199.07 feet; 3) S.58°41'39"E., 55.93 feet; 4) S.07°06'04"E., 117.07 feet; 5) S.27°58'43"E., 88.53 feet; 6) S.13°47'21"W., 99.51 feet; 7) S.16°52'03"E., 101.13 feet to the **POINT OF BEGINNING**; thence along said Westerly boundary of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE) the following five (5) courses: 1) S.70°08'26"E., 331.39 feet; 2) S.73°11'56"E., 79.20 feet; 3) S.57°56'32"E., 148.34 feet; 4) S.28°17'47"E., 72.73 feet; 5) N.86°56'18"E., 85.25 feet to a point on a curve on the Westerly boundary of the property referred to as ARBOR GREENE, as described and recorded in Official Record Book 8046, Page 0324, Public Records of Hillsborough County, Florida; thence along said Westerly boundary of ARBOR GREENE, the following six (6) courses: 1) Southwesterly, 282.98 feet along the arc of a curve to the left having a radius of 1033.50 feet and a central angle of 15°41'16" (chord bearing S.44°10'22"W., 282.09 feet); 2) N.53°40'16"W., 54.10 feet; 3) thence N.61°31'31"W., 109.70 feet; 4) N.31°33'45"E., 20.00 feet; 5) N.81°24'27"W., 379.74 feet; 6) N.32°49'03"W., 61.04 feet; thence N.69°30'11"E., 30.71 feet; thence N.44°51'43"E., 50.26 feet; thence N.23°36'19"E., 101.95 feet; thence N.01°26'22"W., 126.84 feet to the **POINT OF BEGINNING**.

Containing 3.768 acres, more or less.

(Heidt & Associates Dwg. MBF-HG-WP-102.02:HGABGTDS)

PARCEL V

DESCRIPTION: A parcel of land lying in Sections 17 and 18, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 17, run thence along the North boundary of said Section 17, S.89°52'47"E., 4918.59 feet to the Northeast corner of Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement, as recorded in Official Record Book 8046, Page 0350 Public Records of Hillsborough County, Florida, also being the Northwest corner of the property hereinafter referred to as "ARBOR GREENE" and described in Official Record Book 8046, Page 0324, Public Records of Hillsborough County, Florida; thence along the West boundary of said ARBOR GREENE, also being the East boundary of the aforesaid Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement, S.00°07'13"W., 100.00 feet to the Southeast corner of said Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement; thence along a line lying 100.00 feet South of and parallel with the aforesaid North boundary of said Section 17 the following six (6) courses: 1) along the South boundary of said Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement, N.89°52'47"W., 278.86 feet to the Northeast corner of the proposed plat of HUNTER'S GREEN PARCEL "30" (MIDDLE SCHOOL SITE), also being the Southeast corner of Hunter's Green Middle School Access Easement as recorded in Official Record Book 7682, Page 401, Public Records of Hillsborough County, Florida; 2) continue along the South boundary of said Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement, the South boundary of said Hunter's Green Middle School Access Easement, and the North boundary of said proposed plat of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), N.89°52'47"W., 1654.00 feet to the Northwest corner of said proposed plat of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), also being the Northeast corner of HUNTER'S GREEN NORTHEAST REGIONAL LIBRARY, according to the plat thereof as recorded in Plat Book 76, Page 61, Public Records of Hillsborough County, Florida, and also being the Southeast corner of Hunter's Green Library Site Temporary Access Easement, as recorded in Official Record Book 7534, Page 979, Public Records of Hillsborough County, Florida; 3) along the South boundary of said Hunter's Green Library Site Temporary Access Easement, and the North boundary of said HUNTER'S GREEN NORTHEAST REGIONAL LIBRARY, continue N.89°52'47"W., 411.00 feet to the Northwest corner of said HUNTER'S GREEN NORTHEAST REGIONAL LIBRARY, also being the Southwest corner of said Hunter's Green Library Site Temporary Access Easement, and also being the Northeast corner of the Elementary School Site according to the plat of HUNTER'S GREEN HIGHLAND OAK DRIVE NORTH EXTENSION, as recorded in Plat Book 71, Page 75, Public Records of Hillsborough County, Florida; 4) along the North boundary of said plat of HUNTER'S GREEN HIGHLAND OAK DRIVE NORTH EXTENSION, continue N.89°52'47"W., 964.00 feet to the Northwest corner of said plat of HUNTER'S GREEN HIGHLAND OAK DRIVE NORTH EXTENSION, also being the Northeast corner of HUNTER'S GREEN PARCEL 19 PHASE 2, according to the plat thereof as recorded in Plat Book 76, Page 52, Public Records of Hillsborough County, Florida; 5) along the North boundary of said HUNTER'S GREEN PARCEL 19 PHASE 2, continue N.89°52'47"W., 1190.91 feet to the Northwest corner of said HUNTER'S GREEN PARCEL 19 PHASE 2; 6) continue, N.89°52'47"W., 197.88 feet to a point of curvature; thence Westerly, 612.00 feet along the arc of

a curve to the right having a radius of 5100.00 feet and a central angle of $06^{\circ}52'32''$ (chord bearing N. $86^{\circ}26'31''$ W., 611.64 feet) to a point of reverse curvature; thence continue Westerly, 578.34 feet along the arc of a curve to the left having a radius of 4900.00 feet and a central angle of $06^{\circ}45'45''$ (chord bearing N. $86^{\circ}23'08''$ W., 578.00 feet) to a point of tangency; thence along a line lying 30.00 feet South of and parallel with the North boundary of the aforesaid Section 18, N. $89^{\circ}46'00''$ W., 183.60 feet; thence N. $13^{\circ}29'00''$ E., 30.82 feet to a point on said North boundary of Section 18, also being the Southeast corner of CROSS CREEK UNIT 1, according to the plat thereof as recorded in Plat Book 67, Page 16, Public Records of Hillsborough County, Florida; thence along said North boundary of Section 18, S. $89^{\circ}46'00''$ E., 1142.00 feet to the POINT OF BEGINNING.

Containing 12.688 acres, more or less.

(Heidt & Associates Dwg. MBF-HG-456 WP-137.00:AGCCB)

INSTR # 98387482

Prepared by and
return to:

Douglas C. Roland, Esq.
Brickleyer Smolker & Bolves, P.A.
500 E. Kennedy Blvd., Suite 200
Tampa, Florida 33602

OR BK 09403 PG 0594

RECORDED 12/28/98 04:26 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK Y Roche

**SEVENTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF HUNTER'S GREEN**

WHEREAS, written notice of a meeting of the Voting Representatives of Hunter's Green Community Association, Inc. to consider an amendment to the Declaration of Covenants, Conditions and Restrictions of Hunter's Green was mailed to such representatives on the 28th day of September, 1998; and

WHEREAS, the meeting was held on the 12th day of November, 1998; and

WHEREAS, as of the date of the meeting, the total number of votes of such representatives was 43,921, and the number of votes necessary to achieve a quorum was 21,952; and

WHEREAS, 32,941 votes were necessary to adopt the amendment, 39,277 votes were cast in favor of the amendment and -0- votes were cast against the amendment; and

WHEREAS, the Declaration was recorded October 8, 1987, in Official Record Book 5243, Page 1979 of the Public Records of Hillsborough County, Florida encumbering the property described in Exhibit "A" attached hereto (as modified by subsequent amendments); and

WHEREAS, the Declaration was amended by that certain First Amendment to the Declaration by instrument recorded in Official Record Book 6722, Page 1059, by that certain Second Amendment to the Declaration by instrument recorded in Official Record Book 7685, Page 480, by that certain Third Amendment to the Declaration recorded in Official Record Book 8006, Page 1776, by that certain Fourth Amendment to the Declaration recorded in Official Record Book 8254, Page 1451, by that certain Fifth Amendment to the Declaration recorded in Official Record Book 8381, Page 1608, and by that certain Sixth Amendment to the Declaration recorded in Official Record Book 9713, Page 59, all of the Public Records of Hillsborough County, Florida; and

NOW, THEREFORE, the Declaration is amended as follows:

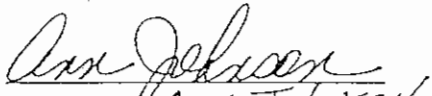
I. Article IX, Section 2.A is hereby amended by the addition of the following sentence:

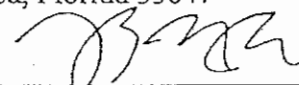
"The Board of Directors may, in its discretion, appoint alternate members of the DRB to serve when it appears that a quorum is not present to transact business."

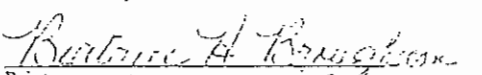
IN WITNESS WHEREOF, the President and Secretary of Hunter's Green Community Association, Inc. have executed this Seventh Amendment as of the 15 day of December 1998.

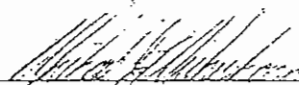
HUNTER'S GREEN COMMUNITY ASSOCIATION, INC.,
A Florida not-for-profit corporation

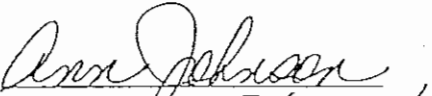
9456 Highland Oak Drive
Tampa, Florida 33647

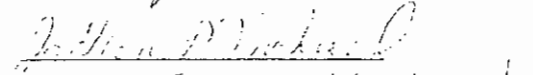

Print name: ANN JOHNSON

By: 
Brian M. Ross
Its: President


Print name: BEATRICE H. BRENNAN

By: 
Michael J. Wickersham
Its: Secretary


Print name: ANN JOHNSON


Print name: JOELLEN MICHAEL

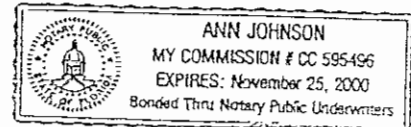
CORPORATE SEAL

STATE OF FLORIDA)
) SS.
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 15th day of December 1998 by Brian M. Ross as President and Michael J. Wickersham as Secretary of Hunter's Green Community Association, Inc., a Florida not-for-profit corporation on behalf of the corporation. They are personally known to me and did not take an oath.


NOTARY PUBLIC

My Commission Expires: State of Florida at Large [SEAL]



Description Parcel 1:

1-A) All that portion of Section 13 and all that portion of the North 1/2 of Section 23 and 24, lying southeasterly of County Road 581 (formerly State Road 581), in Township 27 South, Range 19 East, Hillsborough County, Florida.

Less:

SWF Parcel No. 13-300-102.5 - Tract No. 1:

That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 679.56 feet to the Point of Beginning; thence N00°10'27"W, a distance of 1315.60 feet; thence N27°20'08"E, a distance of 1484.85 feet, to the North boundary of said Section 24; thence continue N27°20'08"E, a distance of 1163.82 feet; thence N07°52'03"W, a distance of 806.39 feet to the Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581); thence N41°46'14"E, along the said Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581), a distance of 850 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence N89°27'50"W, along the said South boundary of the North 1/2 of Section 24, a distance of 1020 feet, more or less, to the Point of Beginning.

and Less:

SWF Parcel No. 13-300-102.5 - Tract No. 2:

That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 2136.24 feet to the Point of Beginning; thence N01°18'53"E, a distance of 1816.98 feet; thence N48°54'55"E, a distance of 1257.20 feet, to the North boundary of said Section 24; thence continue N48°54'55"E, a distance of 736.68 feet; thence N00°50'00"E, a distance of 1375.18 feet; thence N25°35'16"W, a distance of 1535.85 feet, to the Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581); thence S41°46'14"W, along the said Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581) a distance of 1035 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence S89°27'50"E, along the said South boundary of the North 1/2 of Section 24, a distance of 437 feet, more or less, to the Point of Beginning.

EXHIBIT "A"

(Page 1 of 8)

and Less:

Parcel No. II:

A parcel of land lying in Southwest 1/4 of Section 13, and North 1/2 of Section 23 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida and lying Southeast of County Road 581 (formerly State Road No. 581) being more particularly described as follows: Begin at the Southeast corner of the North 1/2 of said Section 23; thence N89°31'13"W, along the South boundary of said North 1/2 of Section 23, a distance of 2186.22 feet to the Southeasterly right of way boundary of said County Road 581 (formerly State Road No. 581); thence N41°45'28"E, along said Southeasterly right of way boundary, 5955.96 feet; thence S07°52'55"E, 806.16 feet; thence S27°19'16"W, 2648.67 feet; thence S00°11'19"E, 1315.60 feet to the Southerly boundary of said North 1/2 of Section 24; thence N89°28'42"W, along said Southerly boundary, 679.56 feet to the Point of Beginning.

1-B) The West 5/8 of Section 16 lying North of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-C) All of Section 17, less that part of the Southeast 1/4 thereof lying south of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-D) All of Section 18, Township 27 South, Range 20 East, Hillsborough County, Florida.

OR BK 09403 PG 0597

LESS AND EXCEPT THE FOLLOWING FIVE (5) PARCELS:

PARCEL 1

DESCRIPTION: A parcel of land lying in Sections 16 and 17, Township 27 South, Range 20 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 16 run thence S.89°46'03"E., 3319.70 feet along the North boundary of said Section 16 to a point on the East boundary of the West 5/8 of said Section 16; thence S.00°25'11"E., 4725.98 feet along said East boundary to a point on the Northern boundary of a Civilian Conservation Corps Road; thence along said Northern boundary the following thirteen (13) courses: 1) N.70°39'55"W., 673.38 feet; 2) N.79°05'47"W., 89.59 feet; 3) S.88°56'10"W., 1779.48 feet; 4) S.88°14'35"W., 473.31 feet; 5) S.76°52'41"W., 383.91 feet; 6) S.74°56'41"W., 279.33 feet; 7) S.62°10'45"W., 80.86 feet; 8) S.52°33'15"W., 114.05 feet; 9) S.42°32'06"W., 89.18 feet; 10) S.33°22'57"W., 364.18 feet; 11) S.35°36'19"W., 48.11 feet; 12) S.39°16'33"W., 40.17 feet; 13) S.42°11'16"W., 52.76 feet to a point on the South boundary of said Section 17; thence N.89°54'53"W., 1300.48 feet along said South boundary; thence N.32°54'40"W., 38.51 feet; thence N.15°43'40"W., 68.84 feet; thence N.24°34'31"W., 152.51 feet; thence N.29°22'13"W., 27.42 feet; thence N.46°53'21"W., 180.96 feet; thence N.33°11'02"W., 89.20 feet; thence N.15°08'08"E., 122.52 feet; thence N.82°15'22"W., 62.20 feet; thence N.11°30'00"W., 182.88 feet; thence N.43°16'24"E., 65.20 feet; thence N.56°28'45"E., 161.56 feet; thence N.48°28'29"W., 84.83 feet; thence N.07°02'45"W., 54.90 feet; thence S.86°14'21"E., 131.61 feet; thence N.25°03'27"E., 37.50 feet; thence N.21°34'44"W., 116.75 feet; thence N.07°05'25"W., 20.00 feet to a point on a curve; thence Easterly, 229.84 feet along the arc of a curve to the right having a radius of 760.50 feet and a central angle of 17°18'58" (chord bearing S.88°25'56"E., 228.97 feet); thence N.10°13'33"E., 79.00 feet to a point on a curve; thence Easterly, 20.81 feet along the arc of said curve to the right having a radius of 839.50 feet and a central angle of 01°25'13" (chord bearing S.79°03'51"E., 20.81 feet); thence S.78°21'00"E., 215.78 feet; thence N.11°39'00"E., 92.66 feet; thence S.69°23'33"E., 108.12 feet; thence N.68°03'11"E., 63.86 feet; thence S.80°46'34"E., 54.77 feet; thence S.46°46'42"E., 77.33 feet; thence N.78°46'02"E., 38.50 feet; thence N.39°43'32"E., 47.72 feet; thence N.11°10'57"W., 37.93 feet; thence N.14°20'51"E., 67.75 feet; thence N.38°36'37"W., 153.90 feet; thence S.87°43'09"W., 166.40 feet; thence N.73°34'55"W., 96.87 feet; thence N.30°45'31"E., 47.16 feet; thence N.52°09'52"W., 43.02 feet; thence N.19°03'46"W., 217.67 feet; thence N.51°48'14"E., 92.85 feet; thence N.17°22'19"E., 92.34 feet; thence N.61°11'21"E., 61.00 feet; thence N.73°33'41"W., 142.99 feet; thence N.56°38'27"W., 146.77 feet; thence N.37°35'41"W., 55.56 feet; thence N.10°35'35"W., 126.93 feet; thence N.33°15'37"W., 54.91 feet; thence N.78°15'50"W., 42.42 feet; thence S.31°12'00"W., 176.28 feet; thence S.80°45'24"W., 171.55 feet; thence N.61°26'00"W., 213.69 feet; thence N.87°06'00"W., 213.90 feet; thence S.60°46'00"W., 98.81 feet; thence N.40°47'53"W., 91.40 feet; thence N.21°06'22"E., 218.62 feet; thence N.67°04'42"E., 79.93 feet; thence NORTH, 41.90 feet; thence N.75°00'00"W., 280.89 feet; thence N.62°41'18"W., 320.64 feet; thence N.27°18'42"E., 30.76 feet; thence N.26°09'17"E., 286.01 feet; thence N.15°00'00"E., 270.97 feet; thence N.75°00'00"W., 20.00 feet; thence N.15°00'00"E., 399.00

feet; thence S.75°00'00"E., 243.48 feet; thence N.41°24'53"E., 246.64 feet; thence N.21°12'00"W., 123.24 feet; thence N.71°57'49"W., 102.31 feet; thence N.15°09'06"W., 171.81 feet; thence N.28°05'52"E., 138.08 feet; thence N.71°20'50"E., 146.77 feet; thence S.63°58'26"E., 271.67 feet; thence S.15°21'21"E., 91.45 feet; thence N.89°17'41"E., 87.28 feet; thence N.69°30'11"E., 83.95 feet; thence S.32°49'03"E., 61.04 feet; thence S.81°24'27"E., 379.74 feet; thence S.31°33'45"W., 20.00 feet; thence S.61°31'31"E., 109.70 feet; thence S.53°40'16"E., 54.10 feet to a point on a curve; thence Northeasterly, 282.98 feet along the arc of a curve to the right having a radius of 1033.50 feet and a central angle of 15°41'16" (chord bearing N.44°10'22"E., 282.09 feet); thence N.86°56'18"E., 0.68 feet to a point on a curve; thence Northeasterly, 109.03 feet along the arc of a curve to the right having a radius of 60.00 feet and a central angle of 104°06'57" (chord bearing N.48°59'46"E., 94.64 feet) to a point of reverse curvature; thence Easterly, 24.52 feet along the arc of a curve to the left having a radius of 33.00 feet and a central angle of 42°34'39" (chord bearing N.79°45'55"E., 23.96 feet) to a point of reverse curvature; thence Northeasterly, 277.61 feet along the arc of a curve to the right having a radius of 1033.50 feet and a central angle of 15°23'25" (chord bearing N.66°10'17"E., 276.78 feet) to a point of tangency; thence N.73°52'00"E., 655.11 feet to a point of curvature; thence Northeasterly, 53.10 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 86°55'09" (chord bearing N.30°24'26"E., 48.15 feet) to a point of reverse curvature; thence Northerly, 284.97 feet along the arc of a curve to the right having a radius of 1239.50 feet and a central angle of 13°10'22" (chord bearing N.06°27'58"W., 284.34 feet) to a point of tangency; thence N.00°07'13"E., 514.23 feet to a point on the North boundary of said Section 17; thence S.89°52'47"E., 419.79 feet along said North boundary to the POINT OF BEGINNING.

Containing 586.512 acres, more or less.

(Heidt & Associates, Inc. Dwg. No. 162720-1:HGEBS)

PARCEL II

DESCRIPTION: A parcel of land lying in Section 17, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northeast corner of said Section 17, also being a point on the North boundary of ARBOR GREENE, as recorded in Official Record Book 8046, Page 0324, Public Records of Hillsborough County, Florida, run thence along the North boundary of said Section 17, also being said North boundary of ARBOR GREENE, N.89°52'47"W., 419.79 feet to the Northwest corner of said ARBOR GREENE; thence along the Westerly boundary of said ARBOR GREENE, the following thirty-four (34) courses: 1) S.00°07'13"W., 514.23 feet to a point of curvature; 2) Southerly, 284.97 feet along the arc of a curve to the left having a radius of 1239.50 feet and a central angle of 13°10'22" (chord bearing S.06°27'58"E., 284.34 feet) to a point of reverse curvature; 3) Southwesterly, 53.10 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 86°55'09" (chord bearing S.30°24'26"W., 48.15 feet) to a point of tangency; 4) S.73°52'00"W., 655.11 feet to a point of curvature; 5) Southwesterly, 277.61 feet along the arc of

a curve to the left having a radius of 1033.50 feet and a central angle of 15°23'25" (chord bearing S.66°10'17"W., 276.78 feet) to a point of reverse curvature; 6) Westerly, 24.52 feet along the arc of a curve to the right having a radius of 33.00 feet and a central angle of 42°34'39" (chord bearing S.79°45'55"W., 23.96 feet) to a point of reverse curvature; 7) Southwesterly, 109.03 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of 104°06'57" (chord bearing S.48°59'46"W., 94.64 feet); 8) S.86°56'18"W., 0.68 feet to a point on a curve; 9) Southwesterly, 282.98 feet along the arc of a curve to the left having a radius of 1033.50 feet and a central angle of 15°41'16" (chord bearing S.44°10'22"W., 282.09 feet); 10) N.53°40'16"W., 54.10 feet; 11) N.61°31'31"W., 109.70 feet; 12) N.31°33'45"E., 20.00 feet; 13) N.81°24'27"W., 379.74 feet; 14) N.32°49'03"W., 61.04 feet; 15) S.69°30'11"W., 83.95 feet; 16) S.89°17'41"W., 87.28 feet; 17) N.15°21'21"W., 91.45 feet; 18) N.63°58'26"W., 271.67 feet; 19) S.71°20'50"W., 146.77 feet; 20) S.28°05'52"W., 138.08 feet; 21) S.15°09'06"E., 171.81 feet; 22) S.71°57'49"E., 102.31 feet; 23) S.21°12'00"E., 123.24 feet; 24) S.41°24'53"W., 246.64 feet; 25) N.75°00'00"W., 243.48 feet; 26) S.15°00'00"W., 399.00 feet; 27) S.75°00'00"E., 20.00 feet; 28) S.15°00'00"W., 270.97 feet; 29) S.26°09'17"W., 286.01 feet; 30) S.62°41'18"E., 320.64 feet; 31) S.75°00'00"E., 238.27 feet to the POINT OF BEGINNING; 32) continue, S.75°00'00"E., 42.62 feet; 33) SOUTH, 41.90 feet; 34) S.67°04'42"W., 79.93 feet; thence N.21°06'22"E., 90.10 feet to the POINT OF BEGINNING.

Containing 0.079 acres, more or less.

(Heidt & Associates Job Number WP-137.00:ABGSDS)

PARCEL III

DESCRIPTION: A parcel of land lying in Section 17, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), according to the plat thereof as recorded in Plat Book 77, Page 52, Public Records of Hillsborough County, Florida, said point also being a point on the South boundary of ARBOR GREENE JOINT VENTURE TEMPORARY NON-EXCLUSIVE INGRESS-EGRESS EASEMENT, as recorded in Official Record Book 8046, Page 0350, Public Records of Hillsborough County, Florida, run thence along said South boundary of ARBOR GREENE JOINT VENTURE TEMPORARY NON-EXCLUSIVE INGRESS-EGRESS EASEMENT, lying 100.00 feet South of and parallel with the North boundary of the aforesaid Section 17, S.89°52'47"E., 278.86 feet to the Southeast corner of said ARBOR GREENE JOINT VENTURE TEMPORARY NON-EXCLUSIVE INGRESS-EGRESS EASEMENT, also being a point on the Westerly boundary of the property referred to as ARBOR GREENE, as described and recorded in Official Record Book 8046, Page 0324, Public Records of Hillsborough County, Florida; thence along said Westerly boundary of ARBOR GREENE, the following four (4) courses: 1) S.00°07'13"W., 414.23 feet to a point of curvature; 2) Southerly, 284.97 feet along the arc of a curve to the left having a radius of 1239.50 feet and a central angle of 13°10'22" (chord bearing S.06°27'58"E., 284.34 feet) to a point of reverse curvature; 3) Southwesterly, 53.10 feet along the arc of a curve

to the right having a radius of 35.00 feet and a central angle of $86^{\circ}55'09''$ (chord bearing $S.30^{\circ}24'26''W.$, 48.15 feet) to a point of tangency; 4) $S.73^{\circ}52'00''W.$, 388.48 feet to the Southeast corner of the aforesaid HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE); thence along the Easterly boundary of said HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), the following six (6) courses: 1) $N.16^{\circ}08'00''W.$, 20.09 feet; 2) $N.09^{\circ}39'37''W.$, 13.48 feet; 3) $N.42^{\circ}40'44''E.$, 37.79 feet; 4) $N.20^{\circ}03'34''W.$, 64.27 feet; 5) $N.49^{\circ}55'56''E.$, 118.19 feet; 6) $N.00^{\circ}07'13''E.$, 650.00 feet to the POINT OF BEGINNING.

Containing 5.382 acres, more or less.

(Heidt & Associates No. MBF-HG-WP-102.02:HGABGTDS)

PARCEL IV

DESCRIPTION: A parcel of land lying in Section 17, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southeast corner of HUNTER'S GREEN NORTHEAST REGIONAL LIBRARY SITE, according to the plat thereof as recorded in Plat Book 76, Page 61, Public Records of Hillsborough County, Florida, said point also being a point on the Westerly boundary of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), according to the plat thereof as recorded in Plat Book 77, Page 52, Public Records of Hillsborough County, Florida, run thence along said Westerly boundary of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), the following seven (7) courses: 1) $S.19^{\circ}22'19''E.$, 127.02 feet; 2) $N.63^{\circ}19'31''E.$, 199.07 feet; 3) $S.58^{\circ}41'39''E.$, 55.93 feet; 4) $S.07^{\circ}06'04''E.$, 117.07 feet; 5) $S.27^{\circ}58'43''E.$, 88.53 feet; 6) $S.13^{\circ}47'21''W.$, 99.51 feet; 7) $S.16^{\circ}52'03''E.$, 101.13 feet to the POINT OF BEGINNING; thence along said Westerly boundary of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE) the following five (5) courses: 1) $S.70^{\circ}08'26''E.$, 331.39 feet; 2) $S.73^{\circ}11'56''E.$, 79.20 feet; 3) $S.57^{\circ}56'32''E.$, 148.34 feet; 4) $S.28^{\circ}17'47''E.$, 72.73 feet; 5) $N.86^{\circ}56'18''E.$, 85.25 feet to a point on a curve on the Westerly boundary of the property referred to as ARBOR GREENE, as described and recorded in Official Record Book 8046, Page 0324, Public Records of Hillsborough County, Florida; thence along said Westerly boundary of ARBOR GREENE, the following six (6) courses: 1) Southwesterly, 282.98 feet along the arc of a curve to the left having a radius of 1033.50 feet and a central angle of $15^{\circ}41'16''$ (chord bearing $S.44^{\circ}10'22''W.$, 282.09 feet); 2) $N.53^{\circ}40'16''W.$, 54.10 feet; 3) thence $N.61^{\circ}31'31''W.$, 109.70 feet; 4) $N.31^{\circ}33'45''E.$, 20.00 feet; 5) $N.81^{\circ}24'27''W.$, 379.74 feet; 6) $N.32^{\circ}49'03''W.$, 61.04 feet; thence $N.69^{\circ}30'11''E.$, 30.71 feet; thence $N.44^{\circ}51'43''E.$, 50.26 feet; thence $N.23^{\circ}36'19''E.$, 101.95 feet; thence $N.01^{\circ}26'22''W.$, 126.84 feet to the POINT OF BEGINNING.

Containing 3.768 acres, more or less.

(Heidt & Associates Dwg. MBF-HG-WP-102.02:HGABGTDS)

PARCEL V

DESCRIPTION: A parcel of land lying in Sections 17 and 18, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 17, run thence along the North boundary of said Section 17, S.89°52'47"E., 4918.59 feet to the Northeast corner of Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement, as recorded in Official Record Book 8046, Page 0350 Public Records of Hillsborough County, Florida, also being the Northwest corner of the property hereinafter referred to as "ARBOR GREENE" and described in Official Record Book 8046, Page 0324, Public Records of Hillsborough County, Florida; thence along the West boundary of said ARBOR GREENE, also being the East boundary of the aforesaid Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement, S.00°07'13"W., 100.00 feet to the Southeast corner of said Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement; thence along a line lying 100.00 feet South of and parallel with the aforesaid North boundary of said Section 17 the following six (6) courses: 1) along the South boundary of said Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement, N.89°52'47"W., 278.86 feet to the Northeast corner of the proposed plat of HUNTER'S GREEN PARCEL "30" (MIDDLE SCHOOL SITE), also being the Southeast corner of Hunter's Green Middle School Access Easement as recorded in Official Record Book 7682, Page 401, Public Records of Hillsborough County, Florida; 2) continue along the South boundary of said Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement, the South boundary of said Hunter's Green Middle School Access Easement, and the North boundary of said proposed plat of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), N.89°52'47"W., 1654.00 feet to the Northwest corner of said proposed plat of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), also being the Northeast corner of HUNTER'S GREEN NORTHEAST REGIONAL LIBRARY, according to the plat thereof as recorded in Plat Book 76, Page 61, Public Records of Hillsborough County, Florida, and also being the Southeast corner of Hunter's Green Library Site Temporary Access Easement, as recorded in Official Record Book 7534, Page 979, Public Records of Hillsborough County, Florida; 3) along the South boundary of said Hunter's Green Library Site Temporary Access Easement, and the North boundary of said HUNTER'S GREEN NORTHEAST REGIONAL LIBRARY, continue N.89°52'47"W., 411.00 feet to the Northwest corner of said HUNTER'S GREEN NORTHEAST REGIONAL LIBRARY, also being the Southwest corner of said Hunter's Green Library Site Temporary Access Easement, and also being the Northeast corner of the Elementary School Site according to the plat of HUNTER'S GREEN HIGHLAND OAK DRIVE NORTH EXTENSION, as recorded in Plat Book 71, Page 75, Public Records of Hillsborough County, Florida; 4) along the North boundary of said plat of HUNTER'S GREEN HIGHLAND OAK DRIVE NORTH EXTENSION, continue N.89°52'47"W., 964.00 feet to the Northwest corner of said plat of HUNTER'S GREEN HIGHLAND OAK DRIVE NORTH EXTENSION, also being the Northeast corner of HUNTER'S GREEN PARCEL 19 PHASE 2, according to the plat thereof as recorded in Plat Book 76, Page 52, Public Records of Hillsborough County, Florida; 5) along the North boundary of said HUNTER'S GREEN PARCEL 19 PHASE 2, continue N.89°52'47"W., 1190.91 feet to the Northwest corner of said HUNTER'S GREEN PARCEL 19 PHASE 2; 6) continue, N.89°52'47"W., 197.88 feet to a point of curvature; thence Westerly, 612.00 feet along the arc of

a curve to the right having a radius of 5100.00 feet and a central angle of $06^{\circ}52'32''$ (chord bearing $N.86^{\circ}26'31''W.$, 611.64 feet) to a point of reverse curvature; thence continue Westerly, 578.34 feet along the arc of a curve to the left having a radius of 4900.00 feet and a central angle of $06^{\circ}45'45''$ (chord bearing $N.86^{\circ}23'08''W.$, 578.00 feet) to a point of tangency; thence along a line lying 30.00 feet South of and parallel with the North boundary of the aforesaid Section 18, $N.89^{\circ}46'00''W.$, 183.60 feet; thence $N.13^{\circ}29'00''E.$, 30.82 feet to a point on said North boundary of Section 18, also being the Southeast corner of CROSS CREEK UNIT 1, according to the plat thereof as recorded in Plat Book 67, Page 16, Public Records of Hillsborough County, Florida; thence along said North boundary of Section 18, $S.89^{\circ}46'00''E.$, 1142.00 feet to the POINT OF BEGINNING.

Containing 12.688 acres, more or less.

(Heidt & Associates Dwg. MBF-HG-456 WP-137.00:AGCCB)

Prepared by and
return to:
Douglas C. Roland, Esq.
Brickleyer Smolker & Bolves, P.A.
500 E. Kennedy Blvd., Suite 200
Tampa, Florida 33602

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**EIGHTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF HUNTER'S GREEN**

WHEREAS, written notice of a meeting of the Voting Representatives of Hunter's Green Community Association, Inc. to consider an amendment to the Declaration of Covenants, Conditions and Restrictions of Hunter's Green was mailed to such representatives on the 16th day of April, 1999; and

WHEREAS, the meeting was held on the 1st day of June, 1999; and

WHEREAS, as of the date of the meeting, the total number of votes of such representatives was 44,509, and a quorum was present; and

WHEREAS, 32,153 votes were cast in favor of the amendment and 1,002 votes were cast against the amendment; and

WHEREAS, the Declaration was recorded October 8, 1987, in Official Record Book 5243, Page 1979 of the Public Records of Hillsborough County, Florida encumbering the property described in Exhibit "A" attached hereto (as modified by subsequent amendments); and

WHEREAS, the Declaration was amended by that certain First Amendment to the Declaration by instrument recorded in Official Record Book 6722, Page 1059, by that certain Second Amendment to the Declaration by instrument recorded in Official Record Book 7685, Page 480, by that certain Third Amendment to the Declaration recorded in Official Record Book 8006, Page 1776, by that certain Fourth Amendment to the Declaration recorded in Official Record Book 8254, Page 1451, by that certain Fifth Amendment to the Declaration recorded in Official Record Book 8381, Page 1608, by that certain Sixth Amendment to the Declaration recorded in Official Record Book 8574, Page 831, and by that certain Seventh Amendment to Declaration recorded in Official Record Book 9403, Page 594, all of the Public Records of Hillsborough County, Florida; and

NOW, THEREFORE, the Declaration is amended as follows:

I. Article VIII, Section 1.J is hereby amended by deleting the first sentence thereof and replacing it with the following:

"Except as may be required by legal proceedings, no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Residential Unit, yard, Common Property, Restricted Common Property, Commercial Property, or common area within a Neighborhood, or from any window or tree, unless express prior written approval of the size, shape and content and location has been obtained from the Design Review Board, which approval may be withheld at their discretion."

IN WITNESS WHEREOF, the President and Secretary of Hunter's Green Community Association, Inc. have executed this Eighth Amendment as of the 23 day of June, 1999.

HUNTER'S GREEN COMMUNITY ASSOCIATION, INC.,
A Florida not-for-profit corporation

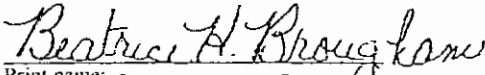
9456 Highland Oak Drive
Tampa, Florida 33647


Print name: ANN JOHNSON

By: 

Brian M. Ross

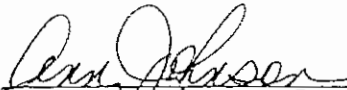
Its: President

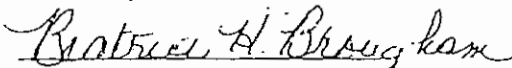

Print name: BEATRICE H. BROUGHAM

By: 

Michael J. Wickersham

Its: Secretary


Print name: ANN JOHNSON


Print name: BEATRICE H. BROUGHAM

CORPORATE SEAL

STATE OF FLORIDA)
) SS.
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 23 day of June, 1999 by Brian M. Ross as President and Michael J. Wickersham as Secretary of Hunter's Green Community Association, Inc., a Florida not-for-profit corporation on behalf of the corporation. They are is personally known to me and did not take an oath.


NOTARY PUBLIC

My Commission Expires:

State of Florida at Large [SEAL]



Description Parcel 1:

1-A) All that portion of Section 13 and all that portion of the North 1/2 of Section 23 and 24, lying southeasterly of County Road 581 (formerly State Road 581), in Township 27 South, Range 19 East, Hillsborough County, Florida.

Less:

SWF Parcel No. 13-300-102.5 - Tract No. 1:

That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 679.56 feet to the Point of Beginning; thence N00°10'27"W, a distance of 1315.60 feet; thence N27°20'08"E, a distance of 1484.85 feet, to the North boundary of said Section 24; thence continue N27°20'08"E, a distance of 1163.82 feet; thence N07°52'03"W, a distance of 806.39 feet to the Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581); thence N41°46'14"E, along the said Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581), a distance of 850 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence N89°27'50"W, along the said South boundary of the North 1/2 of Section 24, a distance of 1020 feet, more or less, to the Point of Beginning.

and Less:

SWF Parcel No. 13-300-102.5 - Tract No. 2:

That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 2136.24 feet to the Point of Beginning; thence N01°18'53"E, a distance of 1816.98 feet; thence N48°54'55"E, a distance of 1257.20 feet, to the North boundary of said Section 24; thence continue N48°54'55"E, a distance of 736.68 feet; thence N00°50'00"E, a distance of 1375.18 feet; thence N25°35'16"W, a distance of 1535.85 feet, to the Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581); thence S41°46'14"W, along the said Southeasterly right-of-way line of County Road 581 (formerly State Road No. 581) a distance of 1035 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence S89°27'50"E, along the said South boundary of the North 1/2 of Section 24, a distance of 437 feet, more or less, to the Point of Beginning.

EXHIBIT "A"

(Page 1 of 8)

and Less:

Parcel No. 11:

OR BK 09714 PG 0551

A parcel of land lying in Southwest 1/4 of Section 13, and North 1/2 of Section 23 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida and lying Southeast of County Road 581 (formerly State Road No. 581) being more particularly described as follows: Begin at the Southeast corner of the North 1/2 of said Section 23; thence N89°31'13"W, along the South boundary of said North 1/2 of Section 23, a distance of 2186.22 feet to the Southeasterly right of way boundary of said County Road 581 (formerly State Road No. 581); thence N41°45'28"E, along said Southeasterly right of way boundary, 5955.96 feet; thence S07°52'55"E, 806.16 feet; thence S27°19'16"W, 2648.67 feet; thence S00°11'19"E, 1315.60 feet to the Southerly boundary of said North 1/2 of Section 24; thence N89°28'42"W, along said Southerly boundary, 679.56 feet to the Point of Beginning.

1-B) The West 5/8 of Section 16 lying North of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-C) All of Section 17, less that part of the Southeast 1/4 thereof lying south of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-D) All of Section 18, Township 27 South, Range 20 East, Hillsborough County, Florida.

LESS AND MORE OF THE FOLLOWING FIVE (5) PARCELS:

PARCEL 1

DESCRIPTION: A parcel of land lying in Sections 16 and 17, Township 27 South, Range 20 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 16 run thence S.89°46'03"E., 3319.70 feet along the North boundary of said Section 16 to a point on the East boundary of the West 5/8 of said Section 16; thence S.00°25'11"E., 4725.98 feet along said East boundary to a point on the Northern boundary of a Civilian Conservation Corps Road; thence along said Northern boundary the following thirteen (13) courses: 1) N.70°39'55"W., 673.38 feet; 2) N.79°05'47"W., 89.59 feet; 3) S.88°56'10"W., 1779.48 feet; 4) S.88°14'35"W., 473.31 feet; 5) S.76°52'41"W., 383.91 feet; 6) S.74°56'41"W., 279.33 feet; 7) S.62°10'45"W., 80.86 feet; 8) S.52°33'15"W., 114.05 feet; 9) S.42°32'06"W., 89.18 feet; 10) S.33°22'57"W., 364.18 feet; 11) S.35°36'19"W., 48.11 feet; 12) S.39°16'33"W., 40.17 feet; 13) S.42°11'16"W., 52.76 feet to a point on the South boundary of said Section 17; thence N.89°54'53"W., 1300.48 feet along said South boundary; thence N.32°54'40"W., 38.51 feet; thence N.15°43'40"W., 68.84 feet; thence N.24°34'31"W., 152.51 feet; thence N.29°22'13"W., 27.42 feet; thence N.46°53'21"W., 180.96 feet; thence N.33°11'02"W., 89.20 feet; thence N.15°08'08"E., 122.52 feet; thence N.82°15'22"W., 62.20 feet; thence N.11°30'00"W., 182.88 feet; thence N.43°16'24"E., 65.20 feet; thence N.56°28'45"E., 161.56 feet; thence N.48°28'29"W., 84.83 feet; thence N.07°02'45"W., 54.90 feet; thence S.86°14'21"E., 131.61 feet; thence N.25°03'27"E., 37.50 feet; thence N.21°34'44"W., 116.75 feet; thence N.07°05'25"W., 20.00 feet to a point on a curve; thence Easterly, 229.84 feet along the arc of a curve to the right having a radius of 760.50 feet and a central angle of 17°18'58" (chord bearing S.88°25'56"E., 228.97 feet); thence N.10°13'33"E., 79.00 feet to a point on a curve; thence Easterly, 20.81 feet along the arc of said curve to the right having a radius of 839.50 feet and a central angle of 01°25'13" (chord bearing S.79°03'51"E., 20.81 feet); thence S.78°21'00"E., 215.78 feet; thence N.11°39'00"E., 92.66 feet; thence S.69°23'33"E., 108.12 feet; thence N.68°03'11"E., 63.86 feet; thence S.80°46'34"E., 54.77 feet; thence S.46°46'42"E., 77.33 feet; thence N.78°46'02"E., 38.50 feet; thence N.39°43'32"E., 47.72 feet; thence N.11°10'57"W., 37.93 feet; thence N.14°20'51"E., 67.75 feet; thence N.38°36'37"W., 153.90 feet; thence S.87°43'09"W., 166.40 feet; thence N.73°34'55"W., 96.87 feet; thence N.30°45'31"E., 47.16 feet; thence N.52°09'52"W., 43.02 feet; thence N.19°03'46"W., 217.67 feet; thence N.51°48'14"E., 92.85 feet; thence N.17°22'19"E., 92.34 feet; thence N.61°11'21"E., 61.00 feet; thence N.73°33'41"W., 142.99 feet; thence N.56°38'27"W., 146.77 feet; thence N.37°35'41"W., 55.56 feet; thence N.10°35'35"W., 126.93 feet; thence N.33°15'37"W., 54.91 feet; thence N.78°15'50"W., 42.42 feet; thence S.31°12'00"W., 176.28 feet; thence S.80°45'24"W., 171.55 feet; thence N.61°26'00"W., 213.69 feet; thence N.87°06'00"W., 213.90 feet; thence S.60°46'00"W., 98.81 feet; thence N.40°47'53"W., 91.40 feet; thence N.21°06'22"E., 218.62 feet; thence N.67°04'42"E., 79.93 feet; thence NORTH, 41.90 feet; thence N.75°00'00"W., 280.89 feet; thence N.62°41'18"W., 320.64 feet; thence N.27°18'42"E., 30.76 feet; thence N.26°09'17"E., 286.01 feet; thence N.15°00'00"E., 270.97 feet; thence N.75°00'00"W., 20.00 feet; thence N.15°00'00"E., 399.00

feet; thence S.75°00'00"E., 243.48 feet; thence N.41°24'53"E., 246.64 feet; thence N.21°12'00"W., 123.24 feet; thence N.71°57'49"W., 102.31 feet; thence N.15°09'06"W., 171.81 feet; thence N.28°05'52"E., 138.08 feet; thence N.71°20'50"E., 146.77 feet; thence S.63°58'26"E., 271.67 feet; thence S.15°21'21"E., 91.45 feet; thence N.89°17'41"E., 87.28 feet; thence N.69°30'11"E., 83.95 feet; thence S.32°49'03"E., 61.04 feet; thence S.81°24'27"E., 379.74 feet; thence S.31°33'45"W., 20.00 feet; thence S.61°31'31"E., 109.70 feet; thence S.53°40'16"E., 54.10 feet to a point on a curve; thence Northeasterly, 282.98 feet along the arc of a curve to the right having a radius of 1033.50 feet and a central angle of 15°41'16" (chord bearing N.44°10'22"E., 282.09 feet); thence N.86°56'18"E., 0.68 feet to a point on a curve; thence Northeasterly, 109.03 feet along the arc of a curve to the right having a radius of 60.00 feet and a central angle of 104°06'57" (chord bearing N.48°59'46"E., 94.64 feet) to a point of reverse curvature; thence Easterly, 24.52 feet along the arc of a curve to the left having a radius of 33.00 feet and a central angle of 42°34'39" (chord bearing N.79°45'55"E., 23.96 feet) to a point of reverse curvature; thence Northeasterly, 277.61 feet along the arc of a curve to the right having a radius of 1033.50 feet and a central angle of 15°23'25" (chord bearing N.66°10'17"E., 276.78 feet) to a point of tangency; thence N.73°52'00"E., 655.11 feet to a point of curvature; thence Northeasterly, 53.10 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 86°55'09" (chord bearing N.30°24'26"E., 48.15 feet) to a point of reverse curvature; thence Northerly, 284.97 feet along the arc of a curve to the right having a radius of 1239.50 feet and a central angle of 13°10'22" (chord bearing N.06°27'58"W., 284.34 feet) to a point of tangency; thence N.00°07'13"E., 514.23 feet to a point on the North boundary of said Section 17; thence S.89°52'47"E., 419.79 feet along said North boundary to the POINT OF BEGINNING.

Containing 586.512 acres, more or less.

(Heidt & Associates, Inc. Dwg. No. 162720-1:HGEBS)

PARCEL II

DESCRIPTION: A parcel of land lying in Section 17, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northeast corner of said Section 17, also being a point on the North boundary of ARBOR GREENE, as recorded in Official Record Book 8046, Page 0324, Public Records of Hillsborough County, Florida, run thence along the North boundary of said Section 17, also being said North boundary of ARBOR GREENE, N.89°52'47"W., 419.79 feet to the Northwest corner of said ARBOR GREENE; thence along the Westerly boundary of said ARBOR GREENE, the following thirty-four (34) courses: 1) S.00°07'13"W., 514.23 feet to a point of curvature; 2) Southerly, 284.97 feet along the arc of a curve to the left having a radius of 1239.50 feet and a central angle of 13°10'22" (chord bearing S.06°27'58"E., 284.34 feet) to a point of reverse curvature; 3) Southwesterly, 53.10 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 86°55'09" (chord bearing S.30°24'26"W., 48.15 feet) to a point of tangency; 4) S.73°52'00"W., 655.11 feet to a point of curvature; 5) Southwesterly, 277.61 feet along the arc of

a curve to the left having a radius of 1033.50 feet and a central angle of $15^{\circ}23'25''$ (chord bearing $S.66^{\circ}10'17''W.$, 276.78 feet) to a point of reverse curvature; 6) Westerly, 24.52 feet along the arc of a curve to the right having a radius of 33.00 feet and a central angle of $42^{\circ}34'39''$ (chord bearing $S.79^{\circ}45'55''W.$, 23.96 feet) to a point of reverse curvature; 7) Southwesterly, 109.03 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of $104^{\circ}06'57''$ (chord bearing $S.48^{\circ}59'46''W.$, 94.64 feet); 8) $S.86^{\circ}56'18''W.$, 0.68 feet to a point on a curve; 9) Southwesterly, 282.98 feet along the arc of a curve to the left having a radius of 1033.50 feet and a central angle of $15^{\circ}41'16''$ (chord bearing $S.44^{\circ}10'22''W.$, 282.09 feet); 10) $N.53^{\circ}40'16''W.$, 54.10 feet; 11) $N.61^{\circ}31'31''W.$, 109.70 feet; 12) $N.31^{\circ}33'45''E.$, 20.00 feet; 13) $N.81^{\circ}24'27''W.$, 379.74 feet; 14) $N.32^{\circ}49'03''W.$, 61.04 feet; 15) $S.69^{\circ}30'11''W.$, 83.95 feet; 16) $S.89^{\circ}17'41''W.$, 87.28 feet; 17) $N.15^{\circ}21'21''W.$, 91.45 feet; 18) $N.63^{\circ}58'26''W.$, 271.67 feet; 19) $S.71^{\circ}20'50''W.$, 146.77 feet; 20) $S.28^{\circ}05'52''W.$, 138.08 feet; 21) $S.15^{\circ}09'06''E.$, 171.81 feet; 22) $S.71^{\circ}57'49''E.$, 102.31 feet; 23) $S.21^{\circ}12'00''E.$, 123.24 feet; 24) $S.41^{\circ}24'53''W.$, 246.64 feet; 25) $N.75^{\circ}00'00''W.$, 243.48 feet; 26) $S.15^{\circ}00'00''W.$, 399.00 feet; 27) $S.75^{\circ}00'00''E.$, 20.00 feet; 28) $S.15^{\circ}00'00''W.$, 270.97 feet; 29) $S.26^{\circ}09'17''W.$, 286.01 feet; 30) $S.62^{\circ}41'18''E.$, 320.64 feet; 31) $S.75^{\circ}00'00''E.$, 238.27 feet to the POINT OF BEGINNING; 32) continue, $S.75^{\circ}00'00''E.$, 42.62 feet; 33) SOUTH, 41.90 feet; 34) $S.67^{\circ}04'42''W.$, 79.93 feet; thence $N.21^{\circ}06'22''E.$, 90.10 feet to the POINT OF BEGINNING.

Containing 0.079 acres, more or less.

(Heidt & Associates Job Number WP-137.00:ABGSDS)

PARCEL III

DESCRIPTION: A parcel of land lying in Section 17, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), according to the plat thereof as recorded in Plat Book 77, Page 52, Public Records of Hillsborough County, Florida, said point also being a point on the South boundary of ARBOR GREENE JOINT VENTURE TEMPORARY NON-EXCLUSIVE INGRESS-EGRESS EASEMENT, as recorded in Official Record Book 8046, Page 0350, Public Records of Hillsborough County, Florida, run thence along said South boundary of ARBOR GREENE JOINT VENTURE TEMPORARY NON-EXCLUSIVE INGRESS-EGRESS EASEMENT, lying 100.00 feet South of and parallel with the North boundary of the aforesaid Section 17, $S.89^{\circ}52'47''E.$, 278.86 feet to the Southeast corner of said ARBOR GREENE JOINT VENTURE TEMPORARY NON-EXCLUSIVE INGRESS-EGRESS EASEMENT, also being a point on the Westerly boundary of the property referred to as ARBOR GREENE, as described and recorded in Official Record Book 8046, Page 0324, Public Records of Hillsborough County, Florida; thence along said Westerly boundary of ARBOR GREENE, the following four (4) courses: 1) $S.00^{\circ}07'13''W.$, 414.23 feet to a point of curvature; 2) Southerly, 284.97 feet along the arc of a curve to the left having a radius of 1239.50 feet and a central angle of $13^{\circ}10'22''$ (chord bearing $S.06^{\circ}27'58''E.$, 284.34 feet) to a point of reverse curvature; 3) Southwesterly, 53.10 feet along the arc of a curve

to the right having a radius of 35.00 feet and a central angle of $86^{\circ}55'09''$ (chord bearing $S.30^{\circ}24'26''W.$, 48.15 feet) to a point of tangency; 4) $S.73^{\circ}52'00''W.$, 388.48 feet to the Southeast corner of the aforesaid HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE); thence along the Easterly boundary of said HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), the following six (6) courses: 1) $N.16^{\circ}08'00''W.$, 20.09 feet; 2) $N.09^{\circ}39'37''W.$, 13.48 feet; 3) $N.42^{\circ}40'44''E.$, 37.79 feet; 4) $N.20^{\circ}03'34''W.$, 64.27 feet; 5) $N.49^{\circ}55'56''E.$, 118.19 feet; 6) $N.00^{\circ}07'13''E.$, 650.00 feet to the POINT OF BEGINNING.

Containing 5.382 acres, more or less.

(Heidt & Associates No. MBF-HG-WP-102.02:HGABGTDS)

PARCEL IV

DESCRIPTION: A parcel of land lying in Section 17, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southeast corner of HUNTER'S GREEN NORTHEAST REGIONAL LIBRARY SITE, according to the plat thereof as recorded in Plat Book 76, Page 61, Public Records of Hillsborough County, Florida, said point also being a point on the Westerly boundary of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), according to the plat thereof as recorded in Plat Book 77, Page 52, Public Records of Hillsborough County, Florida, run thence along said Westerly boundary of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), the following seven (7) courses: 1) $S.19^{\circ}22'19''E.$, 127.02 feet; 2) $N.63^{\circ}19'31''E.$, 199.07 feet; 3) $S.58^{\circ}41'39''E.$, 55.93 feet; 4) $S.07^{\circ}06'04''E.$, 117.07 feet; 5) $S.27^{\circ}58'43''E.$, 88.53 feet; 6) $S.13^{\circ}47'21''W.$, 99.51 feet; 7) $S.16^{\circ}52'03''E.$, 101.13 feet to the POINT OF BEGINNING; thence along said Westerly boundary of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE) the following five (5) courses: 1) $S.70^{\circ}08'26''E.$, 331.39 feet; 2) $S.73^{\circ}11'56''E.$, 79.20 feet; 3) $S.57^{\circ}56'32''E.$, 148.34 feet; 4) $S.28^{\circ}17'47''E.$, 72.73 feet; 5) $N.86^{\circ}56'18''E.$, 85.25 feet to a point on a curve on the Westerly boundary of the property referred to as ARBOR GREENE, as described and recorded in Official Record Book 8046, Page 0324, Public Records of Hillsborough County, Florida; thence along said Westerly boundary of ARBOR GREENE, the following six (6) courses: 1) Southwesterly, 282.98 feet along the arc of a curve to the left having a radius of 1033.50 feet and a central angle of $15^{\circ}41'16''$ (chord bearing $S.44^{\circ}10'22''W.$, 282.09 feet); 2) $N.53^{\circ}40'16''W.$, 54.10 feet; 3) thence $N.61^{\circ}31'31''W.$, 109.70 feet; 4) $N.31^{\circ}33'45''E.$, 20.00 feet; 5) $N.81^{\circ}24'27''W.$, 379.74 feet; 6) $N.32^{\circ}49'03''W.$, 61.04 feet; thence $N.69^{\circ}30'11''E.$, 30.71 feet; thence $N.44^{\circ}51'43''E.$, 50.26 feet; thence $N.23^{\circ}36'19''E.$, 101.95 feet; thence $N.01^{\circ}26'22''W.$, 126.84 feet to the POINT OF BEGINNING.

Containing 3.768 acres, more or less.

(Heidt & Associates Dwg. MBF-HG-WP-102.02:HGABGTDS)

PARCEL 19

DESCRIPTION: A parcel of land lying in Sections 17 and 18, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 17, run thence along the North boundary of said Section 17, S.89°52'47"E., 4918.59 feet to the Northeast corner of Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement, as recorded in Official Record Book 8046, Page 0350 Public Records of Hillsborough County, Florida, also being the Northwest corner of the property hereinafter referred to as "ARBOR GREENE" and described in Official Record Book 8046, Page 0324, Public Records of Hillsborough County, Florida; thence along the West boundary of said ARBOR GREENE, also being the East boundary of the aforesaid Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement, S.00°07'13"W., 100.00 feet to the Southeast corner of said Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement; thence along a line lying 100.00 feet South of and parallel with the aforesaid North boundary of said Section 17 the following six (6) courses: 1) along the South boundary of said Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement, N.89°52'47"W., 278.86 feet to the Northeast corner of the proposed plat of HUNTER'S GREEN PARCEL "30" (MIDDLE SCHOOL SITE), also being the Southeast corner of Hunter's Green Middle School Access Easement as recorded in Official Record Book 7682, Page 401, Public Records of Hillsborough County, Florida; 2) continue along the South boundary of said Arbor Greene Joint Venture Temporary Non-Exclusive Ingress-Egress Easement, the South boundary of said Hunter's Green Middle School Access Easement, and the North boundary of said proposed plat of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), N.89°52'47"W., 1654.00 feet to the Northwest corner of said proposed plat of HUNTER'S GREEN PARCEL 30 (MIDDLE SCHOOL SITE), also being the Northeast corner of HUNTER'S GREEN NORTHEAST REGIONAL LIBRARY, according to the plat thereof as recorded in Plat Book 76, Page 61, Public Records of Hillsborough County, Florida, and also being the Southeast corner of Hunter's Green Library Site Temporary Access Easement, as recorded in Official Record Book 7534, Page 979, Public Records of Hillsborough County, Florida; 3) along the South boundary of said Hunter's Green Library Site Temporary Access Easement, and the North boundary of said HUNTER'S GREEN NORTHEAST REGIONAL LIBRARY, continue N.89°52'47"W., 411.00 feet to the Northwest corner of said HUNTER'S GREEN NORTHEAST REGIONAL LIBRARY, also being the Southwest corner of said Hunter's Green Library Site Temporary Access Easement, and also being the Northeast corner of the Elementary School Site according to the plat of HUNTER'S GREEN HIGHLAND OAK DRIVE NORTH EXTENSION, as recorded in Plat Book 71, Page 75, Public Records of Hillsborough County, Florida; 4) along the North boundary of said plat of HUNTER'S GREEN HIGHLAND OAK DRIVE NORTH EXTENSION, continue N.89°52'47"W., 964.00 feet to the Northwest corner of said plat of HUNTER'S GREEN HIGHLAND OAK DRIVE NORTH EXTENSION, also being the Northeast corner of HUNTER'S GREEN PARCEL 19 PHASE 2, according to the plat thereof as recorded in Plat Book 76, Page 52, Public Records of Hillsborough County, Florida; 5) along the North boundary of said HUNTER'S GREEN PARCEL 19 PHASE 2, continue N.89°52'47"W., 1190.91 feet to the Northwest corner of said HUNTER'S GREEN PARCEL 19 PHASE 2; 6) continue, N.89°52'47"W., 197.88 feet to a point of curvature; thence Westerly, 612.00 feet along the arc of

a curve to the right having a radius of 5100.00 feet and a central angle of $06^{\circ}52'32''$ (chord bearing N. $86^{\circ}26'31''$ W., 611.64 feet) to a point of reverse curvature; thence continue Westerly, 578.34 feet along the arc of a curve to the left having a radius of 4900.00 feet and a central angle of $06^{\circ}45'45''$ (chord bearing N. $86^{\circ}23'08''$ W., 578.00 feet) to a point of tangency; thence along a line lying 30.00 feet South of and parallel with the North boundary of the aforesaid Section 18, N. $89^{\circ}46'00''$ W., 183.60 feet; thence N. $13^{\circ}29'00''$ E., 30.82 feet to a point on said North boundary of Section 18, also being the Southeast corner of CROSS CREEK UNIT 1, according to the plat thereof as recorded in Plat Book 67, Page 16, Public Records of Hillsborough County, Florida; thence along said North boundary of Section 18, S. $89^{\circ}46'00''$ E., 1142.00 feet to the POINT OF BEGINNING.

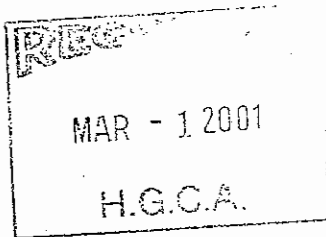
Containing 12.688 acres, more or less.

(Heidt & Associates Dwg. MBF-HG-456 WP-137.00:AGCCB)

INSTR # 2001052786
OR BK 10622 PG 0268

RECORDED 02/20/2001 10:54 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK Y Roche

Prepared by and return to:
Steven H. Mezer, Esq.
Bush Ross Gardner Warren & Rudy, P.A.
220 S. Franklin Street
Tampa, FL 33602
(813) 224-9255
(813) 223-9620 FAX



**NINTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF HUNTER'S GREEN**

WHEREAS, written notice of a meeting of the Voting Representatives of Hunter's Green Community Association, Inc. to consider an amendment to the Declaration of Covenants, Conditions and Restrictions of Hunter's Green (hereinafter "Declaration") was mailed to such representatives on the 27th day of November, 2000; and

WHEREAS, the meeting was held on the 9th day of January, 2001; and

WHEREAS, as of the date of the meeting, the total number of votes of such representatives was 44,103, and a quorum was present; and

WHEREAS, 34,042 votes cast in favor of the amendment and 4,289 votes were cast against the amendment; and

WHEREAS, the Declaration was recorded October 8, 1987, in Official Record Book 5243, Page 1979 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Declaration was amended by that certain First Amendment to the Declaration by instrument recorded in Official Record Book 6722, Page 1059, by that certain Second Amendment to the Declaration by instrument recorded in Official Record Book 7685, Page 480, by that certain Third Amendment to the Declaration recorded in Official Record Book 8006, Page 1776, by that certain Fourth Amendment to the Declaration recorded in Official Record Book 8254, Page 1451, by that certain Fifth Amendment to the Declaration recorded in Official Record Book 8381, Page 1608, by that certain Sixth Amendment to the Declaration recorded in Official Record Book 8574, Page 831, by that certain Seventh Amendment to the Declaration recorded in Official Record Book

9403, Page 594, by that certain Eighth Amendment to the Declaration recorded in Official Record Book 09714, Page 0548, all of the Public Records of Hillsborough County, Florida; and

NOW, THEREFORE, the Declaration is amended as follows:

I. Article VII, Section 9 was amended to read as follows:

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the due date (being the date specified in Section 5 hereto), then such assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof or hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The obligation of the Owner to pay such assessment, however, shall remain his personal obligation. The Association may record a notice of lien for delinquent assessments in the public records and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value of a Residential Unit, Residential Property, Membership Recreational Facilities or Commercial Property unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments thereafter until satisfied of record plus interest, late fees, costs of the lien and reasonable attorney's fees.

If the assessment is not received paid by February 5th ~~thirty (30) days~~ after the ~~delinquency date~~, the assessment shall bear interest from the date of February 1st ~~delinquency~~ at the rate of eighteen percent (18%) per annum, plus an administrative late fee of twenty-five (\$25.00) dollars maximum allowed by law and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action. In the event a judgment is obtained, such judgment shall include the administrative late fees, interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action.

CODING:

New language is underlined and language to be deleted is ~~stricken through~~.

IN WITNESS WHEREOF, the President and Secretary of Hunter's Green Community Association, Inc. have executed this Ninth Amendment as of the 13 day of February, 2001.

HUNTER'S GREEN COMMUNITY ASSOCIATION, INC.,
A Florida not-for-profit corporation

Ann Johnson

ANN JOHNSON

Print Name:

Tricia L. Donovan

Print Name:

9456 Highland Oak Drive
Tampa, Florida 33647

By:

Douglas L. Bartley

Douglas L. Bartley
Its: President

Ann Johnson

Print Name: ANN JOHNSON

Tricia L. Donovan

Print Name:

By:

Michael J. Wickersham

Michael J. Wickersham
Its: Secretary

CORPORATE SEAL

STATE OF FLORIDA)
) SS.
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 13 day of February, 2001 by Douglas L. Bartley as President and Michael J. Wickersham as Secretary of Hunter's Green Community Association, Inc., a Florida not-for-profit corporation on behalf of the corporation. They are personally known to me and did not take an oath.

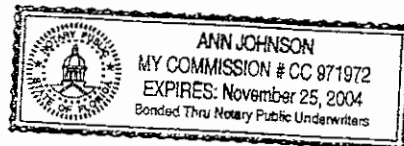
Ann Johnson

NOTARY PUBLIC

My Commission Expires:

State of Florida at Large [SEAL]

219782.1



State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of HUNTER'S GREEN COMMUNITY ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 1, 1987, as shown by the records of this office.

The document number of this corporation is N22777.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
1st day of October, 1987.



Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
HUNTER'S GREEN COMMUNITY ASSOCIATION, INC.

THE UNDERSIGNED, In accordance with the provisions of § 617.013, Florida Statutes, hereby make, subscribe and acknowledge these Articles of Incorporation.

I

The name of the corporation is HUNTER'S GREEN COMMUNITY ASSOCIATION, INC.

II

The purpose for which the corporation is organized as a non-profit corporation in accordance with the provisions of Chapter 617, Florida Statutes, is to operate a development of predominantly single family residences known as Hunter's Green upon real property lying and being in Hillsborough County, Florida, and being more particularly described in the Declaration of Covenants, Conditions and Restrictions thereof.

III

The term for which the corporation is to exist is perpetual unless the corporation is dissolved pursuant to any applicable provision of the Florida Statutes. Any dissolution of the corporation shall comply with the Declaration of Covenants, Conditions and Restrictions thereof.

IV

The names and address of the subscribers of these Articles are:

Thomas Brown
Markborough Florida Inc.
201 E. Kennedy Boulevard
Suite 1522
Tampa, Florida 33602

Thomas Wm. McGrew
Markborough Florida Inc.
201 E. Kennedy Boulevard
Suite 1522
Tampa, Florida 33602

Joseph A. Murphy
Markborough Florida Inc.
201 E. Kennedy Boulevard
Suite 1522
Tampa, Florida 33602

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

V

The affairs of the corporation are to be managed by a President, a Vice-President, a Secretary, a Treasurer and such other officers as the Bylaws of the corporation may provide for from time to time. All officers shall be elected at the first meeting of the Board of Directors following the annual meeting of the corporation and shall hold office until the next succeeding annual election of officers or until their successors are elected and qualify.

VI

The names of the officers who are to serve until the first election or appointment under the Articles of Incorporation and Bylaws are:

Thomas Brown	President
Thomas Wm. McGrew	Vice President
Joseph A. Murphy	Secretary/Treasurer

The foregoing shall hold office until the first meeting of the elected Board of Directors. Commencing with the first meeting of the elected Board of Directors, such officers will be elected annually to hold office until the next annual meeting of the Board of Directors or until their successors are elected and qualify. In the event of a vacancy in any office prior to the first meeting of the Board of Directors, such vacancy shall be filled by a majority, even though less than a quorum of the Board of Directors.

VII

The corporation shall be governed by a Board of Directors consisting of not less than three (3) nor more than twenty (20) persons. The initial Board of Directors shall consist of three (3) members. The names and addresses of the persons who are to serve as the Directors until the first election are:

Thomas Brown
Markborough Florida Inc.
201 E. Kennedy Bulevard
Suite 1522
Tampa, Florida 33602

Thomas Wm. McGrew
Markborough Florida Inc.
201 E. Kennedy Boulevard
Suite 1522
Tampa, Florida 33602

Joseph A. Murphy
Markborough Florida Inc.
201 E. Kennedy Boulevard
Suite 1522
Tampa, Florida 33602

The above named Directors shall hold office as provided in the Bylaws. In the event of a vacancy on the Board of Directors, the vacancy shall be filled by the majority vote of the remaining Directors.

VIII

The Bylaws of said corporation may be amended, altered, rescinded, or added to by resolution adopted by two-thirds (2/3) vote of the Board of Directors of this corporation at any duly called meeting of said board and accepted by a two-thirds (2/3) vote of the members present at any duly convened meeting of the members; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or add to the Bylaws unless prior written notice of said meeting specifying the proposed change has been given to all directors and members at least (10) days prior to the meeting or said notice is appropriately waived by written waiver. Any member of this corporation or any member of the Board of this corporation may propose an amendment to the Bylaws to the Board or the membership, as the case may be. Provided further that as long as the initial Board of Directors holds office, any changes in the Bylaws may be by a two-thirds (2/3) vote of the Board of Directors of the corporation.

IX

The Articles of Incorporation may be amended, altered, rescinded, or added to by resolution adopted by a two-thirds (2/3) vote of the Board of Directors of this corporation at any duly called meeting of said Board and accepted by a two-thirds (2/3) vote of the members present at any duly convened meeting of the members; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or add to these Articles of Incorporation unless prior written notice of said meeting specifying the proposed change has been given to all directors and members at least ten (10) days prior to the meeting or said notice is appropriately waived by written waiver. Any member of this corporation may propose an amendment to the Articles of Incorporation to the Board or the membership, as the case may be. Provided further that as long as the initial Board of Directors holds office, any changes in the Articles of Incorporation may be made by two-thirds (2/3) vote of the Board of Directors of the corporation.

X

Members of the initial Board of Directors need not be members of this corporation. Thereafter, members of the Board of Directors need not be members of this corporation if they are nominees of the corporate member. Otherwise, each member of the Board of Directors must be a member of the corporation. Members of the corporation shall be determined in the Bylaws of the corporation.

XI

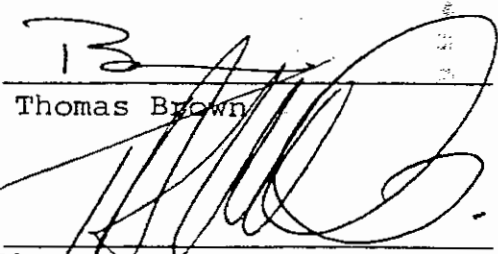
This corporation shall never have or issue shares' of stock. No part of the earnings of the corporation shall inure to the private benefit of any member, officer or Director.


XII

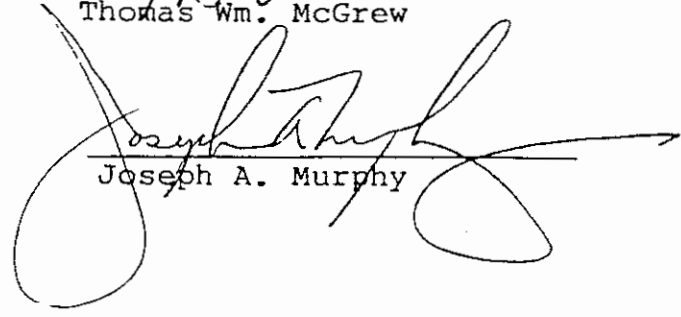
The corporation shall have all the powers set forth and described in Chapter 617, Florida Statutes, as presently existing or as may be amended from time to time, together with those powers conferred by the aforesaid Declaration of Covenants, Conditions and Restrictions of Hunter's Green, a Planned Unit Development in Hillsborough County, Florida, these Articles of Incorporation and all lawful Bylaws of the corporation.

XIII

The corporation shall indemnify any and all persons who may serve or who have served at any time as director or officers, and their respective heirs, administrators, successors and assigns against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defence or settlement of any claim, action suit or proceeding in which they or any of them are made parties, or a party, or which may be asserted against them or any of them, by reason of having been directors or officers or a director or officer of the corporation, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, Bylaw, agreement, vote of members or otherwise.


Thomas Brown


Thomas Wm. McGrew



Joseph A. Murphy

Designation of Registered Agent

The initial registered agent of this corporation shall be Thomas Brown, 201 E. Kennedy Boulevard, Suite 1522, Tampa, Florida 33602.

Acceptance

Having been named registered agent to accept service of process for the above-named corporation, I hereby accept to act in this capacity and agree to comply with the provisions of Chapter 48.091, Florida Statutes.



Thomas Brown
Registered Agent

STATE OF FLORIDA)
)SS
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority, this day personally appeared Thomas Brown, who, after being duly sworn, according to law, deposes and says that he is competent to contract and further acknowledges that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Hillsborough County, Florida, this 28th day of September, 1987.



NOTARY PUBLIC

(NOTARY SEAL)

My commission expires:

Notary Public, State of Florida
My Commission Expires June 23, 1989
Bonded Thru Troy Fain - Insurance, Inc.

STATE OF FLORIDA)
)SS
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority, this day personally appeared Thomas Wm. McGrew, who, after being duly sworn, according to law, deposes and says that he is competent to contract and further acknowledges that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Hillsborough County, Florida, this 28th day of September, 1987.

Maia K. Cribb
NOTARY PUBLIC

(NOTARY SEAL)

My commission expires:
Notary Public, State of Florida
My Commission Expires June 23, 1989
Bonded Thru Troy Fair - Insurance, Inc.

STATE OF FLORIDA)
)SS
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority, this day personally appeared Joseph A. Murphy, who, after being duly sworn, according to law, deposes and says that he is competent to contract and further acknowledges that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Hillsborough County, Florida, this 28th day of September, 1987.

Maia K. Cribb
NOTARY PUBLIC

(NOTARY SEAL)

My commission expires:

Notary Public, State of Florida
My Commission Expires June 23, 1989
Bonded Thru Troy Fair - Insurance, Inc.

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SECRETARY OF STATE
HILLSBOROUGH, FLORIDA

FILED

BYLAWS OF
HUNTER'S GREEN COMMUNITY ASSOCIATION, INC.
A NONPROFIT CORPORATION

1. Preamble

1.1 These are the Bylaws of Hunter's Green Community Association, Inc. (hereinafter referred to as the "Association" or "Master Association"), a nonprofit Florida corporation. The Articles of Incorporation of the Association (hereinafter referred to as the "Articles") were filed in the office of the Secretary of the State of Florida on October 1, 1987. The Association has been organized for the purpose of the governance of the entire community of Hunter's Green in accordance with the Declaration of Covenants, Conditions and Restrictions of Hunter's Green (hereinafter referred to as the "Declaration"). In the event of any inconsistency between these Bylaws and the Declaration, the Declaration shall control.

2. Offices

2.1 The principal office of the corporation shall be within Hunter's Green in Tampa, Florida, or such other place in Florida as the Board of Directors ("the Board") shall determine.

2.2 For the purpose of service of process, the corporation shall designate a registered agent, which designation may be changed from time to time, and his office shall be deemed an office of the corporation for the purpose of service of process.

3. Definitions

3.1 The definitions contained in the Declaration of Hunter's Green are incorporated into these Bylaws and made a part hereof.

4. Membership

4.1 Membership and voting representation in the corporation shall be as established in the Declaration and the Articles.

5. Members and Members' Meetings

5.1 All the meetings shall be held at the office of the corporation, or may be held at such place and time as shall be stated in a notice thereof.

5.2 The Association shall maintain a roster of names and mailing addresses of the Members of the Master Association and the Voting Representatives of the various neighborhood associations. The roster shall be maintained from evidence furnished to the Master Association from time to time by the Neighborhood Associations. Owners of residential property, residential units,

membership recreational facilities and commercial property shall be Members of the Master Association. Voting Representatives shall be determined according to the provisions of Article III of the Declaration.

5.3 An annual meeting of the Voting Representatives shall be held on the date and at a time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year commencing with the year after the year of the turnover meeting as provided in Article XII of the Declaration. Each annual meeting subsequent to the first shall be no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be for the Voting Representatives to elect by a majority vote, a Board, and to transact such other business as may properly be brought before the meeting.

5.4 Notice of a meeting of Voting Representatives stating the time and place and the objects for which the meeting is called shall be given by the officer calling the meeting. If Assessments other than Special Assessments are to be considered at the meeting, the notice shall so specify, including the nature of such Assessments. Meetings where Special Assessments are to be considered shall be held in accordance with the requirements of Article VIII, Section 3 of the Declaration.

5.5 At least fourteen (14) days before every election of Directors, a complete list of the Voting Representatives entitled to vote at such election, shall be prepared by the Secretary. Such list shall be open at the office of the corporation for said fourteen (14) days to the examination of any Member, and shall be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any Member who may be present.

5.6 Special meetings of the Voting Representatives, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board, or at the request in writing of those persons holding one-third (1/3) of the total votes of the corporation, and shall be held no sooner than five (5) days nor later than sixty (60) days from the call. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects and actions to be taken as stated in the notice.

5.7 Voting Representatives representing fifty (50%) percent plus one of the total number of votes of the corporation, present in person or represented by valid proxy, shall be requisite and shall constitute a quorum at all meetings of the Voting Representatives for the transaction of business except as otherwise provided by statute or by the Articles. If, however, such quorum shall not be present, or represented at any meeting of the Voting Representatives, the Voting Representatives entitled to vote,

present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, and at such adjourned meeting Voting Representatives representing one-third (1/3) of the total number of votes of the corporation shall constitute a quorum. Adjourned meetings shall be at least three (3) days apart. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

5.8 When a quorum is present at any meeting, a majority of the votes cast by the Voting Representatives present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Declaration or of the Articles or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

5.9 At any meeting of the Voting Representatives, every Voting Representative having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such Voting Representative.

5.10 Whenever the vote of Voting Representatives at a meeting is required or permitted by any provisions of the Florida statutes or the Declaration or of the Articles or of these Bylaws to be taken in connection with any corporation action, the meeting and the vote of Voting Representatives may be dispensed with, if all the Voting Representatives who would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such corporation action being taken.

5.11 Until the occurrence of the conditions in Article III of the Declaration, there shall be no annual Voting Representatives meeting and the Board shall be as designated in Article VII of the Articles. Within six (6) months of the occurrence of any condition in Article III of the Declaration, the Association shall call a turnover meeting under the same procedures as an annual Voting Representatives meeting. At the turnover meeting, the Members of the initial Board as provided in the Articles shall resign and a new Board shall be elected.

5.12 At all Voting Representatives' meetings following turnover, the President of the Master Association, or in his absence, the Vice-President, shall preside as chairman of the meeting or in the absence of both, the Voting Representatives shall elect a chairman. The order of business at such meetings shall be as follows:

- (a) Call to order by President
- (b) Election of chairman of the meeting (if required)
- (c) Calling of the roll and certifying of proxies
- (d) Proof of notice of meeting or waiver of notice
- (e) Reading and disposal of any unapproved minutes
- (f) Reports of officers
 - (i) Report of financial condition
- (g) Reports of committees
- (h) Determination of number of Directors
- (i) Nomination of Directors
- (j) Election of Directors
- (k) Unfinished business
- (l) New business
- (m) Adjournment

6. Directors

6.1 After the turnover as referred to in Article XII of the Declaration hereof, the number of Directors which shall constitute the whole board shall be not less than three (3) and no more than twenty (20). The initial Board and the manner of filling vacancies of the initial Board shall be as set forth in Article VII of the Articles of the corporation and they shall serve as provided for therein until the first meeting when Voting Representatives other than the Developer hold a majority of votes of the corporation or until their respective successors are chosen and shall qualify. Prior to turnover, the Board may by resolution establish the number of Directors. All Directors prior to the turnover shall be designated by the Declarant. Thereafter, the Directors shall be elected at the annual meeting of the Voting Representatives, and each director shall be elected to serve until the next annual meeting of the Voting Representatives and/or until his successor shall be elected and shall qualify. Directors must be Members or nominees of Members, except as otherwise provided for in the Articles. The Declarant shall be entitled to appoint one (1) Member of the Board of Directors for as long as the Declarant is either 1) the Owner of any of the Properties which it offers for sale in the ordinary course of its business; or 2) is the Owner of the Membership Recreational Facilities or other amenity created and operated by Declarant on the Properties.

6.2 The Directors may hold their meeting and keep the books of the corporation at the office of the corporation in Hillsborough County, Florida, or at such other place as they may from time to time determine.

6.3 If the office of one or more Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, through less than a quorum, shall choose a successor or

successors, who shall hold office of the unexpired term in respect to which such vacancy occurred. Vacancies in the initial Board shall be filled as provided for in the Articles.

6.4 Directors other than the initial Members of the Board may be removed by an affirmative vote of the Members holding a majority of the votes.

6.5 The property and business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles or by these Bylaws or by the foregoing Declaration directed or required to be exercised or done by the Members.

6.6 The salaries of all employees and agents of the corporation shall be fixed by the Board excepting that the salaries for Directors for services other than as such shall be fixed by the members, as provided in succeeding Paragraph 8.1.

7. Executive Committee

7.1 The Board may, by resolution passed by a majority of the whole Board, designate an executive committee to consist of two or more of the Directors of the corporation, which, to the extent provided in said resolution, shall have and may exercise the powers of the Board in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it, provided the said resolution shall so provide.

7.2 The executive committee shall keep regular minutes of its proceedings and report the same of the Board when required.

8. Compensation of Directors, Officers and Agents

8.1 Directors, as such, shall not receive any salary for their services, provided that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor. The salaries for Directors for services other than as such shall be fixed by the Members.

8.2 Officers, employees or Members of advisory committees of the Association may receive such compensation for services as determined by the Board. The provision that Directors' fees shall be determined by members shall not preclude the Board from employing a Director as an employee of the Master Association nor preclude the Board from contracting with a Director for the management of the Master Association.

9. Meetings of the Board

9.1 The initial Board and the initial officers shall be as set forth in the Articles and shall hold office until the turnover meeting as more fully defined in Article XII of the Declaration of Hunter's Green. Any Master Association Member may attend any meeting of the Board.

9.2 Regular meetings of the Board may be held without notice at such time and place as shall be determined from time to time by the Board.

9.3 The organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

9.4 Special meetings of the board may be called by the President on three (3) days' notice to each director, either personally or by mail or by telegram. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors. Notice of any and all meetings of the board may be waived by appropriate written waiver.

9.5 At all meetings of the Board a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles or by these Bylaws. If a quorum shall not be present at any meeting of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

9.6 All of the powers and duties of the Master Association existing under the Declaration, Articles, and these Bylaws shall be exercised exclusively by the Board, its agents, contractors, or employees, subject only to approval by Members when that is specifically required.

10. Notices

10.1 Whenever under the provisions of the statutes or of the Articles or of these Bylaws, notice is required to be given to any Director or Member, it shall not be construed to mean personal notice, but such notice shall be mailed by regular mail to each member entitled to attend the meeting, except member who waive the notice in writing. The mailing shall be to the address of the

Member as it appears on the roster of Members. The delivery or mailing of the notice shall be effected not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. In the case of special meetings, mailing shall be effected not less than three (3) nor more than fifteen (15) days prior to the date of the meeting. The notice shall be deemed given when deposited in the United States mail, with the proper postage thereon prepaid. Proof of mailing of the notice shall be given by affidavit of the person serving the notice depositing the mail. Notice of the meeting may be waived before or after the meeting. Notice may also be given over any cable television distribution system throughout Hunter's Green by publication for not less than two (2) hours daily. Notice shall be deemed received when broadcast at all Residential Units receiving the broadcast signal.

11. OFFICERS

11.1 The officers of the corporation shall be chosen by the Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board may also elect additional Vice Presidents, and one or more Assistant Secretaries, and Assistant Treasurers. A person may hold more than one office, but no person can serve simultaneously as both President and Secretary.

11.2 The Board at its first meeting after each annual meeting of Voting Representatives shall choose a President, and one or more Vice Presidents, a Secretary and Treasurer, none of whom, excepting the President, need be a Member of the Board.

11.3 The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

11.4 The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reasons, the vacancy shall be filled by the Board. The initial officers and the manner of filling vacancies of the initial officers shall be as set forth in Article VI of the Articles of the corporation and they shall serve as provided for therein.

12. The President

12.1 The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the Members and Directors, shall be ex-officio Member of all standing commit-

tees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

12.2 The President shall execute all documents and contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of the corporation.

13. The Vice Presidents

13.1 The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board shall prescribe.

14. The Secretary, Treasurer and Assistants

14.1 The Secretary shall attend all sessions of the Board and all meetings of the Voting Representatives and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board, and shall perform such other duties as may be prescribed by the Board or President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

14.2 Assistant Secretaries in order of their seniority shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board shall prescribe.

14.3 The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts and receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board.

14.4 The Treasurer shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the corporation.

14.5 Assistant Treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer and shall perform such other duties as the Board shall prescribe.

14.6 At the discretion of the officers the Master Association may elect annually to be treated as a tax exempt organization pursuant to Section 528, Internal Revenue Code.

14.7 Fidelity bonds shall be required by the Board for all persons controlling or disbursing Master Association funds. The amount of those bonds and the sureties shall be determined by the Directors, but in no event shall be less than \$10,000.00 for each such person. The premiums on the bonds shall be paid by the Master Association and shall be a common expense.

15. Directors' Annual Statement

15.1 The Board shall present at each annual meeting, and when called for by the vote of the Voting Representatives at any special meeting of the Voting Representatives, a full and clear statement of the business and condition of the corporation. The annual statements shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice.

16. Checks

16.1 All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. In the absence of such determination by the Board, such instrument shall be signed by the Treasurer or an Assistant Treasurer, and countersigned by the President or a Vice President of the Master Association.

17. Fiscal Year

17.1 The Board is authorized to elect such fiscal and budget years as in the best interests of the corporation. The Board shall have the power to require that all Neighborhood Associations adopt a fiscal and budget year consistent with that of the corporation.

18. Seal

18.1 The corporate seal shall have inscribed thereon the name of the corporation and the year of its organization. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

19. Transfer of Membership

19.1 Membership in the corporation shall be transferred as and only as an incident to the transfer of a Residential Unit, Residential Property or Commercial Property.

20. Budget

20.1 The Board shall adopt a detailed budget for each calendar year that shall include the estimated funds required to defray the Common Expenses and Restricted Common Expenses and to provide and maintain funds for the foregoing accounts according to good accounting practices. On or before fourteen (14) days prior to the meeting of the Board at which a budget for the Master Association is to be considered for adoption by the Board, a copy thereof shall be posted at the office of the Master Association and mailed to each Neighborhood Association together with a notice of the meeting at which the budget will be considered which notice shall state the time and place of the meeting and that it is open to all Members of the Master Association. The budget shall be determined by the Board no later than sixty (60) days prior to the commencement of the budget year.

21. Assessments

21.1 The Board shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued ownership, operation and maintenance of the Common Properties and Restricted Common Properties including its operating expenses, the payment for any items of betterments, and the establishment of appropriate reserve funds as the Board shall deem proper. That sum or sums shall include provision for property taxes and assessments as to such taxes or assessments, if any, as may be assessed against any portion of the Properties owned or maintained by the Association, insurance premiums for fire, windstorm and extended coverage insurance on the Association's property and improvements thereof (and such personal property of the Association as are part of its Common Properties or Restricted Common Properties), which may include a deductible provision, premiums for adequate public liability insurance as specified in the Declaration, legal and accounting fees, management fees, operating expenses of the Properties and this corporation, maintenance repairs and replacements of the Properties and this corporation, charges for utilities and water used in common for the benefit of the Properties, cleaning and janitorial service of the Common Properties, Restricted Common Properties or easements, any expenses and liabilities incurred by the corporation in connection with the indemnification of officers and Directors provided for herein and in and about the enforcement of its rights or duties

against the Members or others, and the creation of reasonable contingency or reserve requirements for the protection of the Members.

21.2 Annual assessments shall be paid by the owners of Residential Units, Residential Properties, Membership Recreational Facilities and Commercial Property on an annual basis as provided in Article VII of the Declaration. Assessments shall be due annually in advance on the 31st day of January of each year.

21.3 Assessments shall be classified as annual assessments, special assessments, or individual assessments. Upon proper notice, annual assessments shall be determined in the same manner as other business coming before the Board. Special assessments shall be determined in the manner set forth in Article VII, Section 3 of the Declaration and shall be chargeable to all Neighborhood Association or Members in the same proportions as annual assessments. The total assessment exclusive of individual assessments attributable to Common Property and Restricted Common Property shall be apportioned in the manner set forth in Article VII, Section 8 of the Declaration.

21.4 Individual assessments shall be determined by the Board at any meeting called for that purpose. Such assessments may be levied only against Owners and only upon unanimous vote of the Board.

21.5 It is understood between the Members and the Master Association that an assessment fixed hereunder is based upon the projection and estimate of the Board and may be in excess of or less than the sums required to meet the cash requirements of the Properties, in which event the Board by appropriate action taken at a meeting may increase or diminish the amount of said assessment and make such adjustments respecting the reserves as in their discretion is proper, including the assessment of each Member of his proportionate share of any deficiency or the distribution to each Member of his proportionate share of any excess of sums paid beyond the requirements of the Properties or its reasonable reserves as fixed by the Board.

21.6 Any excess assessments received by the Association in any year shall be retained by the Association specifically for the account prorata of the Members and applied to reduce the next year's assessment.

22. Default Under Assessments

22.1 In addition to the remedies of the Master Association set forth in Article VII, Section 9 of the Declaration, if the Master Association elects to enforce its lien by foreclosure, the Member shall be required to pay a reasonable rental for the

Residential Unit or Residential Property pendente lite, to be fixed by the Board, and the Master Association shall be entitled to the appointment of a receiver to collect same. At any judicial sale held in the proceedings to enforce said lien, the corporation may bid in the Lot and acquire and hold, lease, mortgage and convey the same, as the Board may determine.

22.2 Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments against the Member without waiving any lien securing the same.

23. Books and Records

23.1 The Master Association shall maintain accounting records according to good accounting practices and said records shall be open to inspection by Members at reasonable times. Such records shall include:

(a) The record of all receipts and expenditures.

(b) An account for each Residential Unit, Residential Property, Membership Recreational Facilities or Commercial Property which shall designate the name and address of the responsible person, the amount of each assessment and the dates and amounts in which the assessment comes due.

(c) A register for the names of any mortgage holders or lien holders on Residential Units who have requested in writing that they be registered and to whom the Master Association will give notice of default in case of nonpayment of assessments. No responsibility by the corporation is assumed with respect to said register except that it will give notice of default to any registered mortgagee or lienor therein, if so requested said mortgagee or lienor.

23.2 The Secretary of this corporation shall act as the transfer agent to record all transfers and/or registrations in the aforescribed books.

24. Authority of Owner

24.1 No Owner or Member, except as an officer of this corporation, shall have any authority to act for the corporation or bind it.

25. Amendments of Bylaws or Articles of Incorporation

25.1 The Bylaws of said corporation and/or the Articles of Incorporation may be amended, altered, rescinded, or added to by resolution adopted by a two-thirds (2/3) vote of the Board of this corporation at any duly called meeting of said board and by a two-thirds (2/3) vote of the Voting Representatives present at any duly convened meeting of the Voting Representatives; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or add to these Bylaws or said Articles unless prior written notice of said meeting specifying the proposed change has been given to all Directors and Members at least ten (10) days prior to the meeting or said notice is appropriately waived by written waiver. Any Member of this corporation or any Member of the Board of this corporation may propose an amendment to these Bylaws or to the Articles of Incorporation to the Board and the membership. Provided further, that as long as the initial Board holds office, any changes in the Bylaws and/or the Articles of Incorporation may be made by a two-thirds (2/3) vote of the Board of Directors of the corporation. No amendment to these Bylaws or to the Articles may be made which has the effect of changing in any way the provisions of the Declaration.

26. Construction

26.1 Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean masculine or feminine, singular or plural, wherever the context so requires, and shall include and apply to a corporation.

27. Validity of Bylaws

27.1 If any Bylaw or part thereof shall be adjudged invalid, the same shall not affect the validity of any other Bylaw or part thereof.

28. Rules and Regulations

28.1 The Board may from time to time adopt rules and regulations for the operation of the Properties and all Members shall abide thereby; provided, however, that said rules and regulations shall be equally applicable to all Members similarly situated and uniform in their application and effect.

29. Indemnification

29.1 Every Director and every officer of the Master Association shall be indemnified by the Master Association against any and all expenses, and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any

proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Master Association, whether or not he is a Director or officer at the time such expenses are incurred except when a Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of the settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Master Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled, and such Director or officer shall be entitled to any indemnification authorized by any provision of the laws of the State of Florida for corporations generally and for nonprofit corporations. The corporation shall further obtain officers and Directors indemnification insurance.

30. Management Agreement

30.1 The Board may enter into a Management Agreement for the operation, maintenance and management of the affairs of the Master Association.

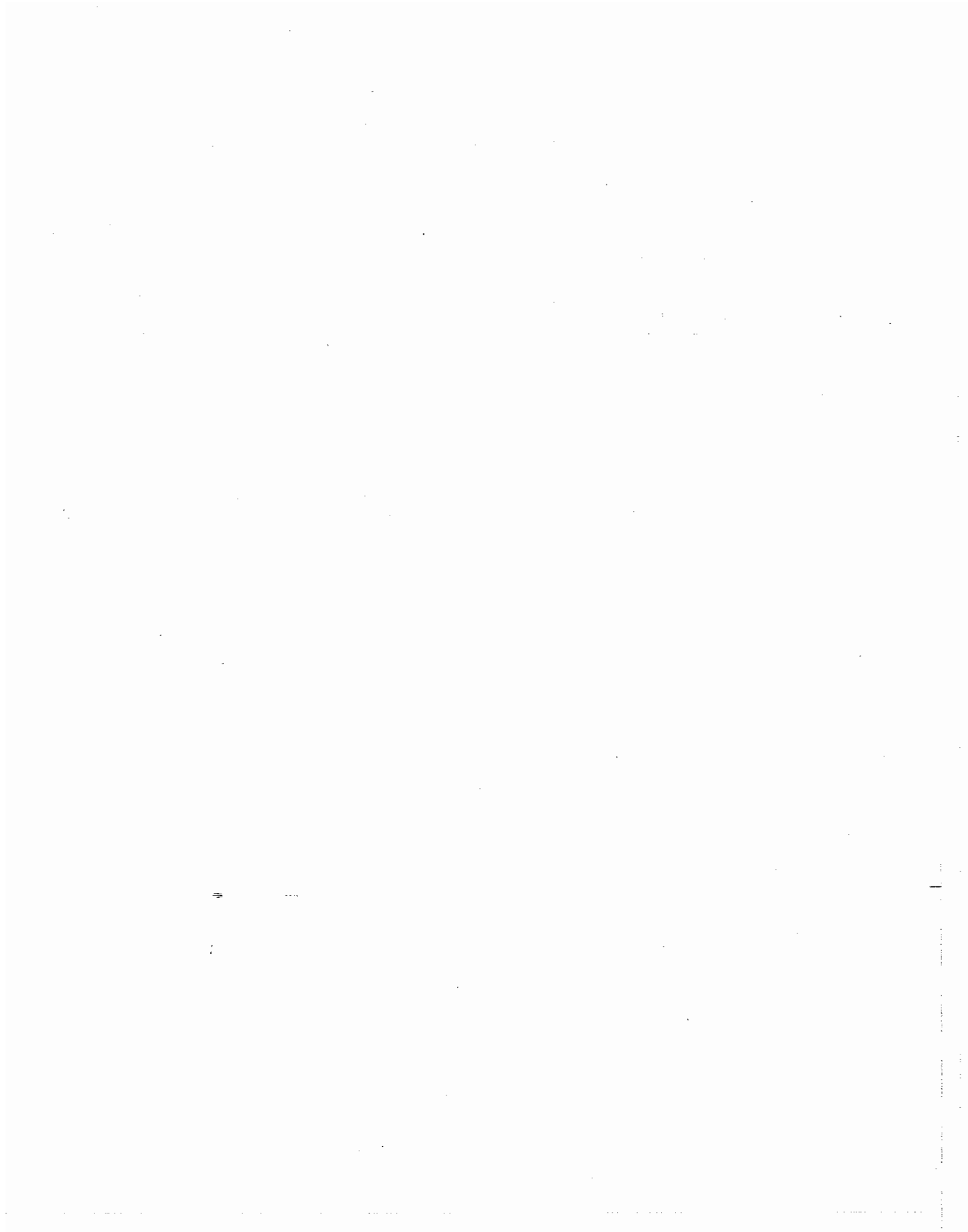
HUNTER'S GREEN COMMUNITY
ASSOCIATION, INC.

(Corporate Seal)

By: Y B
Its President

ATTEST:

Joseph A. Murphy
Secretary



WRITTEN ACTION OF
BOARD OF DIRECTORS
OF
HUNTER'S GREEN COMMUNITY ASSOCIATION, INC.

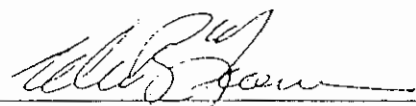
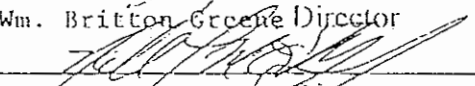
The undersigned, being all of the members of the Board of Directors of HUNTER'S GREEN COMMUNITY ASSOCIATION., a Florida not for profit corporation, hereby waive notice of meeting and take the following written actions as of May 8, 1997, in lieu of holding a meeting regarding the same:

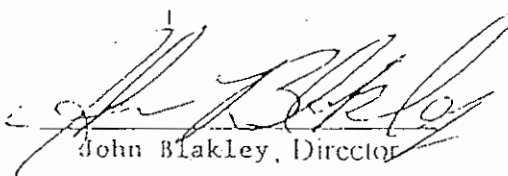
Upon motion, second and unanimous vote, the following resolution is hereby adopted:

The Bylaws of the corporation are hereby amended in the following respects:

Section 6.1 is hereby amended in its entirety as follows:

"6.1 The initial Board and the manner of filling vacancies of the initial Board shall be as set forth in Article VII of the Articles of the corporation. Such directors shall serve as provided for therein until the first meeting when Voting Representatives other than the Declarant (as defined in the Declaration) hold a majority of votes of the corporation or until their respective successors are chosen and shall qualify. Prior to turnover, the Board may by resolution establish the number of Directors. All Directors prior to turnover shall be designated by the Declarant. After the turnover as referred to in Article XII of the Declaration hereof, the number of Directors shall be not less than three (3) and no more than eleven (11). Thereafter the Directors shall be elected at the annual meeting of the Voting Representatives and/or shall until his successor shall be elected and shall qualify. Directors must be Members or nominees of corporate Members, except as otherwise provided in the Articles. The Declarant shall be entitled to appoint one (1) member of the Board of Directors for as long as the Declarant is the Owner of any of the Properties which it offers for sale in the ordinary course of its business."


Wm. Britton Greene Director

Nell L. McMurtry, Director


John Blakley, Director
Dated: 5/8/97

WRITTEN ACTION OF
BOARD OF DIRECTORS
OF
HUNTER'S GREEN COMMUNITY ASSOCIATION, INC.

The undersigned, being all of the initial members of the Board of Directors of HUNTER'S GREEN COMMUNITY ASSOCIATION INC., a Florida not for profit corporation, hereby waive notice of meeting and take the following written actions as of September 12 1997, in lieu of holding a meeting regarding the same:

Upon motion, second and unanimous vote, the following resolution is hereby adopted:

The Bylaws of the corporation are hereby amended in the following respects:

Section 5.4 is hereby deleted and replaced by the following:

"5.4 Notice of meetings of Voting Representatives shall be given in accordance with Section 10.1 hereof. Meetings where Special Assessments are to be considered shall be held in accordance with Article VII, Section 3 of the Declaration."

Section 9.2 is hereby deleted and replaced by the following:

"9.2 Regular and special meetings of the Board may be held at such time and place as shall be determined from time to time by the Board. Notice of such meetings shall be given at least forty-eight (48) hours in advance except as otherwise provided in these Bylaws and except in the case of an emergency."

Section 10.1 is hereby deleted and replaced by the following:

"10.1 Whenever under the provisions of the Florida Statutes or of the Articles or of these Bylaws, notice is required to be given to any Voting Representative, Director or Member, such notice may be given by any one of the following ways:

(a) regular U.S. mail (whether first class or bulk mail) directed to the address of the Voting Representative or Member as the same appears on the records of the Association; or

(b) publishing in a writing mailed or to all Members a schedule of regularly scheduled meetings over a period not to exceed one year; or

(c) posting notice of a meeting in a conspicuous place at both entries to Hunter's Green; or

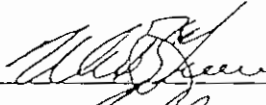
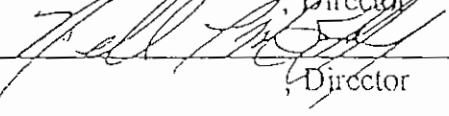
(d) broadcasting over any cable television or electronic mail distribution system throughout Hunter's Green by publication on cable television not less than two (2) hours daily or a single electronic mail delivery; or

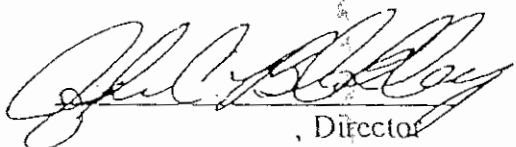
(e) any combination of the foregoing reasonably calculated to provide notice of such meetings to Members.

Any Member may waive notice of a meeting in writing or appearing at the meeting and registering his or her attendance, or may waive such notice after the meeting."

Section 20.1 is hereby deleted and replaced by the following:

"20.1 The Board shall adopt a detailed budget for each calendar year that shall include the estimated funds required to defray the Common Expenses and Restricted Common Expenses and to provide and maintain funds for the foregoing accounts according to good accounting practices. On or before fourteen (14) days prior to the meeting of the Board at which a budget for the Master Association is to be considered for adoption by the Board, notice shall be given to all Members as provided in Section 10.1, and a copy of such notice shall be mailed to each Neighborhood Association. The budget shall be determined by the Board no later than sixty (60) days prior to the commencement of the budget year."


_____, Director

_____, Director

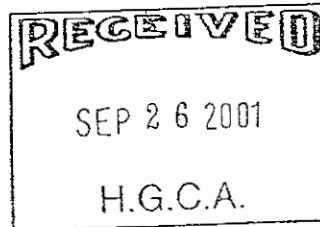

_____, Director

Dated: 9/16/97

INSTR # 2001294437
OR BK 11063 PG 1818

RECORDED 09/12/2001 12:20 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK P Howell

✓ Prepared by and return to:
Steven H. Mezer, Esq.
Bush Ross Gardner Warren & Rudy, P.A.
Post Office Box 3913
Tampa, FL 33601
(813) 204-6492
(813) 223-9620 FAX



TENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HUNTER'S GREEN

WHEREAS, written notice of a meeting of the Voting Representatives of Hunter's Green Community Association, Inc. to consider an amendment to the Declaration of Covenants, Conditions and Restrictions of Hunter's Green (hereinafter "Declaration") was mailed to such representatives on the 6th day of July, 2001; and

WHEREAS, the meeting of the voting representatives of Hunter's Green Community Association, Inc., was held on the 8th day of August, 2001; and

WHEREAS, as of the date of the meeting, the total number of votes of such representatives was 45,306 and a quorum was present; and

WHEREAS, 42,864 votes were cast in favor of the amendment and -0- votes were cast against the amendment stated hereinbelow; and

WHEREAS, the Declaration was recorded October 8, 1987, in Official Record Book 5243, Page 1979 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Declaration was amended by that certain First Amendment to the Declaration by instrument recorded in Official Record Book 6722, Page 1059, by that certain Second Amendment to the Declaration by instrument recorded in Official Record Book 7685, Page 480, by that certain Third Amendment to the Declaration recorded in Official Record Book 8006, Page 1776, by that certain Fourth Amendment to the Declaration recorded in Official Record Book 8254, Page 1451, by that certain Fifth Amendment to the Declaration recorded in Official Record Book 8381, Page 1608, by that certain Sixth Amendment to the Declaration recorded in Official Record Book 8574, Page 831, by that certain Seventh Amendment to the Declaration recorded in Official Record Book 9403, Page 594, by that certain Eighth Amendment to the Declaration recorded in Official Record Book 09714, Page 0548, all of the Public Records of Hillsborough County, Florida; and that certain Ninth Amendment to Declaration recorded in Official Records Book 10622, Page 268, of the public records of Hillsborough County, Florida; and

NOW, THEREFORE, Article IX, Section 2., paragraph (m) of the Declaration of Covenants, Conditions and Restrictions for Hunter's Green is created to read as follows:

(m) The DRB may adopt rules and regulations regarding the use, restriction or prohibition of xeriscape landscaping.

CODING:

New language is underlined and language to be deleted is stricken through.

IN WITNESS WHEREOF, the President and Secretary of Hunter's Green Community Association, Inc. have executed this Tenth Amendment as of the 28 day of August, 2001.

HUNTER'S GREEN COMMUNITY ASSOCIATION
INC., A Florida not-for-profit corporation
9456 Highland Oak Drive
Tampa, Florida 33647

By: _____

Douglas L. Bartley
Its: President

By: _____

Michael J. Wickersham
Its: Secretary

CORPORATE SEAL

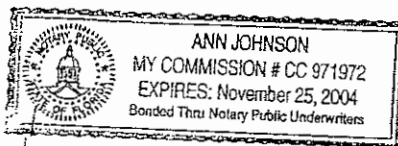
STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 28 day of August, 2001 by Douglas L. Bartley, as President and Michael J. Wickersham, as Secretary of Hunter's Green Community Association, Inc., a Florida not-for-profit corporation on behalf of the corporation. They are personally known to me and did not take an oath.

Ann Johnson
NOTARY PUBLIC
State of Florida at Large [SEAL]

My Commission Expires:

237536.1



Prepared by and return to:
Steven H. Mezer, Esq.
Bush Ross Gardner Warren & Rudy, P.A.
Post Office Box 3913
Tampa, FL 33601
(813) 204-6492
(813) 223-9620 FAX

INSTR # 2003115874

O BK 12477 PG 1748

RECORDED 03/27/2003 07:36:34 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK Y Roche

**ELEVENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HUNTER'S GREEN**

WHEREAS, written notice of a meeting of the Voting Representative of Hunter's Green Community Association, Inc. to consider an amendment to the Declaration of Covenants, Conditions and Restrictions of Hunter's Green (hereinafter "Declaration") was mailed to such representatives on the 2nd day of December, 2002; and

WHEREAS, the meeting of the voting representatives of Hunter's Green Community Association, Inc. was held on the 15th day of January, 2003; and

WHEREAS, as of the date of the meeting, the total number of votes such representatives was 38,957 and a quorum was present; and

WHEREAS, sufficient votes were cast in favor of the amendments identified below; and

WHEREAS, the Declaration was recorded October 8, 1987, in Official Record Book 5243, Page 1979 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Declaration was amended by that certain First Amendment to the Declaration by instrument recorded in Official Record Book 6722, Page 1059, by that certain Second Amendment to the Declaration by instrument recorded in Official Record Book 7685, Page 480, by that certain Third Amendment to the Declaration recorded in Official Record Book 8006, Page 1776, by that certain Fourth Amendment to the Declaration recorded in Official Record Book 8254, Page 1451, by that certain Fifth Amendment to the Declaration recorded in Official Record Book 8381, Page 1608, by that certain Sixth Amendment to the Declaration recorded in Official Record Book 8574, Page 831, by that certain Seventh Amendment to the Declaration recorded in Official Record Book 9403, Page 594, by that certain Eight Amendment to the Declaration recorded in Official Record Book 09714, Page 0548, all of the Public Records of Hillsborough County, Florida; by that certain Ninth Amendment to Declaration recorded in Official Records Book 10622, Page 268 and by that certain Tenth Amendment to the Declaration recorded in Official Records Book 11063, Page 1818, of the public records of Hillsborough County, Florida; and

WHEREAS, the proposed amendment to Article III Section 1(b) and Article V Section 10, each of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green were approved by 35,654 votes cast in favor of the amendment and 3,303 votes cast against the amendment. Said Article III Section 1(b) and Article V Section 10 of the Declaration of Covenants, conditions and Restrictions of Hunter's Green are amended to read as follows:

Master and Neighborhood Associations, Section 1B of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is amended to read as follows:

B. Voting Representation of the Master Association.

~~One (1) representative shall be elected from each Neighborhood Association to be formed by the Owner or Owners of each of the Neighborhoods, which formation shall be not later than the time of the first conveyance of a Residential Unit within a Neighborhood. The President and Vice President (if there is no Vice President, then the Secretary) shall be the representative and alternate, respectively, for each Neighborhood Association. Each Neighborhood Association shall provide the Master Association with minutes reflecting any change in the designation of its representative or alternate. Each such Elected Member, Voting Representative or the Alternate Voting Representative of the Neighborhood Associations shall have one (1) vote per 100 air conditioned square feet of the residential units in the Neighborhood Association as a Voting Representative of the Master Association. The owners of the Membership Recreation Facilities and Commercial Properties shall have one (1) vote per 100 air conditioned square feet of their properties. Voting Representatives shall serve one (1) year terms and be elected annually by the Membership of each Neighborhood Association. A Neighborhood Association may elect an alternate Voting Representative who may act in the event of the disability or absence of the Voting Representative.~~

Article V, Neighborhood Associations, Section 10 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is amended to read as follows:

10. Voting Representatives.

The Voting Representatives or the Alternate Voting Representative in the absence of the Voting Representative, shall be elected by a majority vote of the Neighborhood Association Residential Unit Owners and have votes in the Master Association as provided in Article III, Section 1.B. The Alternate Voting Representative may act in the event of the disability or the absence of the Voting Representative.; and

WHEREAS, the proposed amendment to Article IX Section 2 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green was approved by 35,654 votes cast in favor of the amendment and 3,303 votes cast against the amendment. Article IX Section 2 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is amended to read as follows:

Article IX. Design Criteria and Review, Section 2 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is amended to read as follows:

A. The Board of Directors. The Board of Directors of the Master Association shall establish the DRB which, initially shall be constituted of not less than three (3) persons. At such time as the Declarant shall turnover the control of the Association as provided in Article III hereof, the then-existing members of the DRB who were appointed while the Declarant had control of the Master Association shall resign and the DRB shall then have as members those persons appointed by the Board of Directors of the Master Association following turnover. At such time, the DRB shall consist of five (5) members. Each member shall be appointed for a term of one (1) year and may be removed by the Board of Directors at any time without notice. The DRB shall meet at least monthly at such time and place as may be designated by the chairman who shall be elected by the DRB from among its appointed members. At all times following turnover, the DRB shall consist of the following: (i) a registered landscape architect who shall not be an Owner or resident of Hunter's Green and who shall not be a member of the Membership Recreational Facilities; (ii) a registered building architect who shall not be an Owner or resident of Hunter's Green and who shall not be a member of the Membership Recreational Facilities; (iii) two (2) persons who demonstrate to the satisfaction of the Board of Directors that they have a minimum of three (3) years experience (or equivalent knowledge) either as (a) a member of another architectural review board for a residential community (b) an urban designer, (c) a construction engineer, or (d) a licensed general contractor; are Owners of Residential Lots within Hunter's Green and (iv) one (1) person appointed by the Owner of the Membership Recreational Facilities; provided, however, that should such Owner refuse or fail to make the appointment, the Board of Directors may appoint any person in its reasonable discretion for the 1-year term. The right of the Owner of the Membership Recreational Facilities to appoint is exercisable at the beginning of each term of office. Three (3) members shall constitute a quorum for the transaction of business. ~~Prior to turnover, any dispute which arises between Declarant and the Membership Recreational Facilities Owner with regard to an improvement to the Membership Recreational Facilities shall be submitted to an independent architect for resolution.~~ The provisions of this Section 2 shall not be amended except upon written consent of the Owner of the Membership Recreational Facilities."; and

WHEREAS, the proposed amendment to Article IX Section 2A of the Declaration of Covenants, Conditions and Restrictions was approved by the vote of 33,292 votes cast in favor of said amendment and 5,665 votes cast against the amendment. Said Article IX Section 2 A of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is amended to read as follows:

Article IX, Design Criteria and Review, Section 2.A of the Declaration of Covenants, Conditions and Restrictions of Hunters Green is amended by the addition of the following sentence:

The Board of Directors may, in its discretion, appoint alternate Members of the DRB to serve when it appears that a quorum is not present to transact business; and

WHEREAS, the proposed amendment to Article XI Section 3 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green was approved by a vote of 38,950 votes cast in favor and zero votes opposed. Said Article XI Section 3 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is amended to read as follows:

Article XI, Enforcement of Rules and Regulations, Section 3 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is amended to read as follows:

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner, ~~for failure of an Owner, his family,~~ Member, guests, invitees, ~~or~~ tenants ~~or employees (collectively "Respondent")~~ for failure to comply with any covenant, restriction, rule or regulation, contained herein or promulgated pursuant to this Declaration provided the following procedures are adhered to:

A. Notice. The Association shall notify the ~~Owner~~ Respondent of the infraction or infractions. Included in the notice shall be the date and time of the ~~next Board of Directors meeting of the Fining Review Committee~~ at which time the ~~Owner~~ Respondent shall present reasons why penalty(ies) should not be imposed.

B. Hearing. ~~The noncompliance shall be presented to the Board of Directors after which the Board shall hear. At the hearing, the Respondent may present reasons why penalties should not be imposed. A written decision of the Board Fining Review Committee shall be submitted to the Owner Respondent by not later than twenty-one (21) days after the Board's Fining Review Committee's meeting.~~

C. Appeal. ~~Any person Respondent aggrieved by the decision of the Fining Review Committee Board of Directors as to a noncompliance may, upon written request to the Board filed within seven (7) days of the Board's decision, file and appeal may appeal that decision to the Fining Review Committee within 14 days of the issuance of the written decision of the Fining Review Committee. The Fining Review Committee shall hear and consider that appeal within 60 days of receipt of any such written request for an appeal. Thereafter, any Respondent aggrieved by a decision of the Fining Review Committee which has been reconsidered on appeal may as a final appeal submit a written request for an appeal to the Board of Directors within seven (7) days of~~

the Board's Fining Review Committee's decision, file an appeal. Said written request shall include all facts which are to be considered by the Board of Directors. The Board of Directors may, in its sole discretion, consider any such appeal. An appeals committee will be appointed by the Board within seven (7) days of the request and shall consist of three (3) non interested members of the Association. The appeals committee will meet and file a written determination of the matter and serve copies on both the Board and the aggrieved person. In no case shall the appeals committee's findings be binding on either party; however, The Board of Directors may, in its sole discretion, elect to review its the decision of the Fining Review Committee based upon the written statements of the Respondent requesting the appeal and any written response tendered by any member of the Fining Review Committee or by the Property Manager. Any such appeal shall be considered solely upon the written information submitted to the Board of Directors, in light of the findings of the appeals committee. The decision of the Board of Directors shall be rendered in writing and shall be final. The imposition of any fine which is appealed is stayed pending the determination of a timely written request for an appeal.

D. Penalties. Each Owner shall be responsible for any fine imposed against his family, guest, invitee, tenant or employee. Board of Directors may impose special assessments against the property of the Owner as follows:

1. ~~First noncompliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).~~

2. ~~Second noncompliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).~~

3. ~~Third and subsequent noncompliance, or violation or violations that are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).~~

No more than \$100 for each offense with each day of a continuing violation for an aggregate not to exceed \$1,000 per month for each such continuing violation. A landlord and tenant or an Owner and/or tenant and their respective invitees are jointly and severally responsible for fines for which they have been provided with notice and an opportunity for a hearing.

E. Payment of Penalties. Fine shall be paid not later than thirty (30) days after notice of the imposition of assessment of the penalties.

F. Collection of Fines. Fines shall be treated as an assessment otherwise due to the Association.

G. Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

H. Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association or the Neighborhood Associations may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association or any Neighborhood Associations may otherwise be entitled to recover by law from such Owner.

4. Fine for Non-Residential Properties: In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed against the owner of a Commercial Property or the owner of the Membership Recreational Facilities for failure of the owner of either property, its guests, invitees, tenants or employees to comply with any covenant, restriction, rule or regulation contained herein or promulgated pursuant to this Declaration provided that the following procedures are adhered to:

A. Notice. The Association shall notify the owner of the infraction or infractions. Included in the notice shall be the date and time of the next meeting of the Board of Directors' meeting at which time the owner shall present reasons why fines or penalties should not be imposed.

B. Hearing. The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties or fines should not be imposed. A written decision of the Board of Directors shall be submitted to the owner by not later than 21 days after the Board's meeting.

C. Penalties. The Board of Directors may impose such assessments against the property not to exceed \$100 per violation with each of a continuing violation constituting a separate violation for an aggregate not to exceed \$1,000 per any 30 day period.

D. Payment of Penalties. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties. Fines shall be treated as an assessment otherwise due to the Association.

E. Non-Exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such owner.; and

WHEREAS, Article XVI Section 5 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green was approved by a vote of 33,292 votes cast in favor of said

amendment and 5,665 votes cast against the amendment. Said Article XVI Section 5 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is amended to read as follows:

Article XVI, General Provision, Section 5 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is amended to read as follows:

5. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors and assigns, the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner or the Declarant to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. The Board of Directors may make a non-exclusive assignment of its right to enforce any provision within this Declaration to any person or entity for a period not to exceed one (1) year, which assignment shall be revocable at the sole discretion of the Board of Directors; and

WHEREAS, the proposed amendment to Article XVI Section 14 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green was approved by 31,668 votes cast in favor of said amendment and 7,289 votes cast against the amendment, said Article XVI Section 14 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is amended to read as follows:

Article XVI, General Provisions, Section 14 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is created to read as follows:

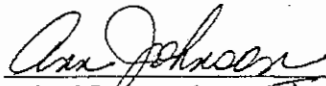
14. Right of Entry. There is specifically reserved unto the Association, its officers, directors and agents, the right of entry and inspection upon any Residential Property or Commercial Property for the purposes of determining whether there exists any condition which violates the terms of this Declaration or any other covenant, condition or restriction to which its deed or other instrument of conveyance makes reference or is subject to and to remedy any such violation pursuant to Article XIV, Covenants for maintenance of this Declaration. Said entry shall be made only during daylight hours and shall not constitute a trespass.

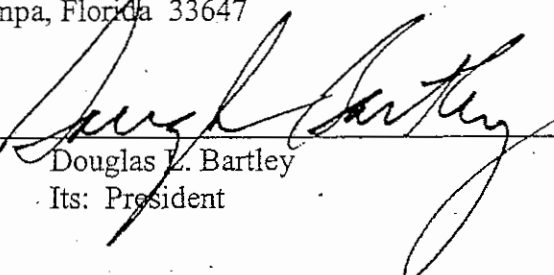
CODING:

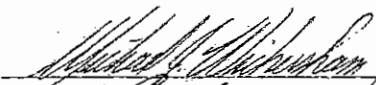
New language is underlined and language to be deleted is ~~stricken through~~.


IN WITNESS WHEREOF, the President and Secretary of Hunter's Green Community Association, Inc. have executed this Eleventh Amendment as of the ____ day of February, 2003.

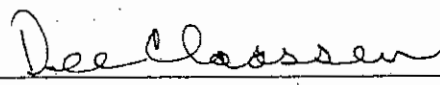
HUNTER'S GREEN COMMUNITY ASSOCIATION
INC., A Florida not-for-profit corporation
9456 Highland Oak Drive
Tampa, Florida 33647

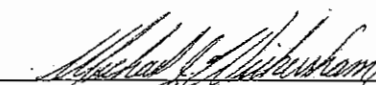

Print Name: ANN JOHNSON

By: 
Douglas L. Bartley
Its: President


Print Name: MICHAEL J. WICKESHAM


Print Name: ANN JOHNSON

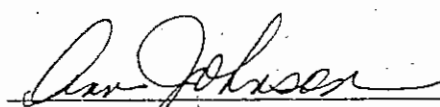
By: 
Dee Claassen
Its: Secretary


Print Name: MICHAEL J. WICKESHAM

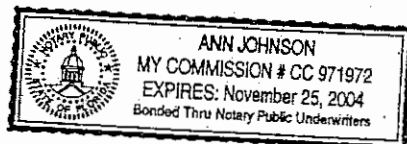
CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28 day of February, 2003, by Douglas L. Bartley, as President and Dee Claassen, as Secretary of Hunter's Green Community Association, Inc., a Florida not-for-profit corporation on behalf of the corporation. They are personally known to me and did not take an oath.


NOTARY PUBLIC
State of Florida at Large [SEAL]

My Commission Expires:



279663.1

Prepared by and return to:
Steven H. Mezer, Esq.
Bush Ross Gardner Warren & Rudy, P.A.
Post Office Box 3913
Tampa, FL 33601
(813) 204-6492
(813) 223-9620 FAX

INSTR # 2004109326

O BK 13666 PG 0905

Pgs 0905 - 910; (6pgs)

RECORDED 03/25/2004 10:50:40 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK S Sanders

**TWELFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HUNTER'S GREEN**

WHEREAS, written notice of a meeting of the Voting Representative of Hunter's Green Community Association, Inc. to consider an amendment to the Declaration of Covenants, Conditions and Restrictions of Hunter's Green (hereinafter "Declaration") was mailed to such representatives on the 28th day of November, 2003; and

WHEREAS, the meeting of the voting representatives of Hunter's Green Community Association, Inc. was held on the 14th day of January, 2004; and

WHEREAS, as of the date of the meeting, the total number of votes such representatives was 34,307 and a quorum was present; and

WHEREAS, sufficient votes were cast in favor of the amendments identified below; and

WHEREAS, the Declaration was recorded October 8, 1987, in Official Record Book 5243, Page 1979 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Declaration was amended by that certain First Amendment to the Declaration by instrument recorded in Official Record Book 6722, Page 1059, by that certain Second Amendment to the Declaration by instrument recorded in Official Record Book 7685, Page 480, by that certain Third Amendment to the Declaration recorded in Official Record Book 8006, Page 1776, by that certain Fourth Amendment to the Declaration recorded in Official Record Book 8254, Page 1451, by that certain Fifth Amendment to the Declaration recorded in Official Record Book 8381, Page 1608, by that certain Sixth Amendment to the Declaration recorded in Official Record Book 8574, Page 831, by that certain Seventh Amendment to the Declaration recorded in Official Record Book 9403, Page 594, by that certain Eight Amendment to the Declaration recorded in Official Record Book 09714, Page 0548, all of the Public Records of Hillsborough County, Florida; by that certain Ninth Amendment to Declaration recorded in Official Records Book 10622, Page 268 and by that certain Tenth Amendment to the Declaration recorded in Official Records Book 11063, Page 1818 and that certain Eleventh Amendment to the Declaration as recorded in Official Records Book 12477, Page 1748, of the public records of Hillsborough County, Florida; and

**Twelfth Amendment to Declaration of Covenants,
Conditions and Restrictions for Hunter's Green
Page Two**

WHEREAS, the following proposed amendment to the Declaration of Covenants, Conditions and Restrictions of Hunter's Green were approved by 34,307 votes cast in favor of the amendment and -0- votes cast against the amendment. Said amendments to the Declaration of Covenants, conditions and Restrictions of Hunter's Green are amended to read as follows:

**Article I DEFINITIONS, Section 1, Subsection II of the Declaration of Covenants,
Conditions and Restrictions of Hunter's Green is amended to read as follows:**

II. "Residential Unit" shall mean and refer to any improved property intended for use as a single-family dwelling, including, but not limited to, any single family detached dwelling, patio home, residential condominium unit, garden home, townhouse unit or cooperative apartment unit located within the Properties. For the purposes of this Declaration, any such single family dwelling shall not be deemed to be improved until a certificate of occupancy has been issued by the appropriate governmental authorities for the single family dwelling constructed on said parcel or until said single family dwelling is determined by the Association, in its reasonable discretion, to be substantially complete. After issuance of a certificate of occupancy or a determination of substantial completion, the property shall be deemed a Residential Unit notwithstanding partial or complete destruction of the improvements thereon.

**Article I DEFINITIONS, Section 1, Subsection TT of the Declaration of Covenants,
Conditions and Restrictions of Hunter's Green is created to read as follows:**

TT. "Condominium" shall mean any residential Parcel within the Properties which has been submitted to Condominium ownership pursuant to Chapter 718 of the Florida Statutes.

**Article I DEFINITIONS, Section 1, Subsection UU of the Declaration of Covenants,
Conditions and Restrictions of Hunter's Green is created to read as follows:**

UU. "Residential Condominium Unit" shall mean a condominium unit designed and used for residential purposes.

**Twelfth Amendment to Declaration of Covenants,
Conditions and Restrictions for Hunter's Green
Page Three**

Article III MASTER AND NEIGHBORHOOD ASSOCIATIONS, Section 1., subsection (B), Operations of the Properties of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is amended to read as follows:

B. Voting Representation of the Master Association

The President and Vice President (if there is not Vice President, then the Secretary) shall be the representative and alternate, respectively, for each Neighborhood Association and for each Residential Condominium Association. Each Neighborhood Association and each Residential Condominium Association shall provide the Master Association with minutes reflecting any change in the designation of its representative or alternate. Each such Voting Representative or the Alternate Voting Representative of the Neighborhood Associations or Residential Condominium Association shall have one (1) vote per 100 air conditioned square feet of the residential units in the Neighborhood Association or air conditioned space in the Residential Condominium as a Voting Representative of the Master Association. The owners of the Membership Recreational Facilities and Commercial Properties shall have one (1) vote per 100 air conditioned square feet of their properties.

Article VII ASSESSMENTS, Section 8 (b) Allocation of Assessments of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is amended to read as follows:

(b) The balance of the total assessment shall be apportioned on a square footage basis, so that each square foot of air-conditioned Residential Unit and any appurtenances thereto, Membership Recreational Facility or Commercial Property space bears its pro rata portion of the assessment. In the event any Residential Unit, Membership Recreational Facility or Commercial Property is damaged, either partially or totally, assessments shall continue and shall be based upon the original square footage until such time as the building or buildings are restored or rebuilt and then upon the actual square footage as restored or rebuilt."

Article VII ASSESSMENTS, Section 14 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is created to read as follows:

Section 14. Residential Condominiums. Each residential condominium unit owner shall be responsible for all assessments imposed by the Master Association in the same manner as the owner of the unit is responsible for assessments pursuant to Section 718.116 of the Florida Statutes and shall be subject to collection by the Master Association as provided by Section 9 herein, as amended from time to time. However, the Residential Condominium Association shall be responsible for and shall timely pay to the Master Association all assessments due from the owners of the residential condominium units whether paid to or received by the Residential Condominium Association or not.

**Twelfth Amendment to Declaration of Covenants,
Conditions and Restrictions for Hunter's Green
Page Four**

Article VIII USE OF PROPERTY, Section 1, subsection (J), Protective Covenants of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is amended to read as follows:

J. Signs. Except as may be required by legal proceedings, no sign advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Residential Unit, yard, Common Property, Restricted Common Property, Commercial Property, Residential Condominium Property or common area within a Neighborhood, or from any window or tree, unless express prior written approval of the size, shape and content and location has been obtained from the Design Review Board, which approval may be withheld at their discretion. If after demand and reasonable notice to Owner, such Owner has not removed an unapproved sign, the Association may, through a representative, enter the Owner's premises and remove such sign without liability therefore. Declarant hereby grants a license to the Association for such purpose. Notwithstanding the foregoing, the Declarant shall be permitted to post and display advertising signs on the Property and the Board of Directors may erect reasonable and appropriate signs on any portion of the Common Property.

Article XVI GENERAL PROVISIONS Section 14 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is amended to read as follows:

14. Right of Entry. There is specifically reserved unto the Association, its officers, directors and agents, the right of entry and inspection upon any Residential Property or Commercial Property, Residential Condominium Property or Membership Recreational Facilities Property for the purposes of determining whether there exists any condition which violates the terms of this Declaration or any other covenant, condition or restriction to which its deed or other instrument of conveyance makes reference or is subject to and to remedy any such violation pursuant to Article XIV, Covenants for maintenance, of this Declaration. Said entry shall be made only during daylight hours and shall not constitute a trespass.

Twelfth Amendment to Declaration of Covenants,
Conditions and Restrictions for Hunter's Green
Page Five

Article XVIII of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is created to read as follows:

Article XVIII
RESIDENTIAL CONDOMINIUMS

Section 1. Membership. Each owner of a unit within a Residential Condominium shall be a member of the Master Association. It is the responsibility of the Residential Condominium Unit owner and the Residential Condominium Association to advise the Master Association of any change of address or change of ownership for any residential unit within that Residential Condominium.

Section 2. Compliance. Each Residential Condominium unit owner and each Residential Condominium Association shall be jointly and severally responsible for compliance with the terms of this Declaration as amended from time to time.

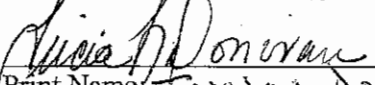
Section 3. No amendment to a Declaration of Condominium shall be effective without the written approval of the Master Association.

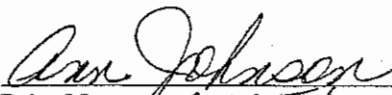
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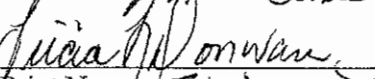
IN WITNESS WHEREOF, the President and Secretary of Hunter's Green Community Association, Inc. have executed this Eleventh Amendment as of the 28 day of February, 2004.

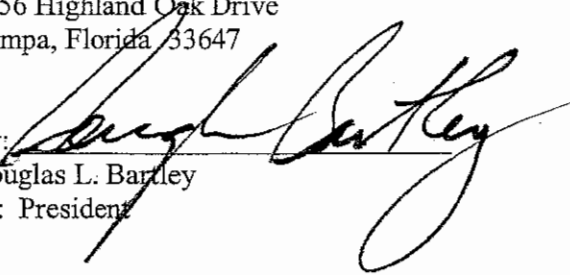
HUNTER'S GREEN COMMUNITY
ASSOCIATION, INC., A Florida not
for-profit corporation
9456 Highland Oak Drive
Tampa, Florida 33647

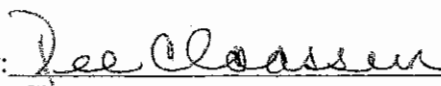

Print Name: ANN JOHNSON


Print Name: Trecia L. Donovan


Print Name: ANN JOHNSON


Print Name: Trecia L. Donovan

By: 
Douglas L. Bartley
Its: President

By: 
Dee Claassen
Its: Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

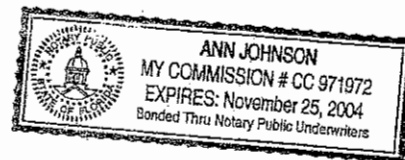
The foregoing instrument was acknowledged before me this 28 day of February, 2004, by Douglas L. Bartley, as President and Dee Claassen, as Secretary of Hunter's Green Community Association, Inc., a Florida not-for-profit corporation on behalf of the corporation. They are personally known to me and did not take an oath.



NOTARY PUBLIC

State of Florida at Large [SEAL]

My Commission Expires:



309277.1

Prepared by and return to:
Steven H. Mezer, Esq.
✓ Bush Ross Gardner Warren & Rudy, P.A.
Post Office Box 3913
Tampa, FL 33601
(813) 204-6492
(813) 223-9620 FAX

INSTR # 2005031154
O BK 14618 PG 1837
Pgs 1837 - 1839: (3pgs)
RECORDED 01/24/2005 02:21:17 PM
CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK L Pertuis

**THIRTEENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
HUNTER'S GREEN**

WHEREAS, written notice of a meeting of the Voting Representatives of Hunter's Green Community Association, Inc. to be held on August 10, 2004 to consider amendments to the Declaration of Covenants, Conditions and Restrictions of Hunter's Green (hereinafter "Declaration") was mailed to said Voting Representatives on the 25th day of June, 2004; and

WHEREAS, the meeting of the voting representatives of Hunter's Green Community Association, Inc. was held on the 10th day of August, 2004; and

WHEREAS, as of the date of the meeting, the total number of votes such representatives was then 44,487 and a quorum was present; and

WHEREAS, sufficient votes were cast in favor of the amendments identified below; and

WHEREAS, the Declaration was recorded October 8, 1987, in Official Record Book 5243, Page 1979 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Declaration was amended by that certain First Amendment to the Declaration by instrument recorded in Official Record Book 6722, Page 1059, by that certain Second Amendment to the Declaration by instrument recorded in Official Record Book 7685, Page 480, by that certain Third Amendment to the Declaration recorded in Official Record Book 8006, Page 1776, by that certain Fourth Amendment to the Declaration recorded in Official Record Book 8254, Page 1451, by that certain Fifth Amendment to the Declaration recorded in Official Record Book 8381, Page 1608, by that certain Sixth Amendment to the Declaration recorded in Official Record Book 8574, Page 831, by that certain Seventh Amendment to the Declaration recorded in Official Record Book 9403, Page 594, by that certain Eight Amendment to the Declaration recorded in Official Record Book 09714, Page 0548, all of the Public Records of Hillsborough County, Florida; by that certain Ninth Amendment to Declaration recorded in Official Records Book 10622, Page 268 and by that certain Tenth Amendment to the Declaration recorded in Official Records Book 11063, Page 1818 and that certain Eleventh Amendment to the Declaration as recorded in Official Records Book 12477, Page 1748, of the public records of Hillsborough County, Florida; and by that Twelfth Amendment to the Declaration as recorded in Official Records Book 13666, Page 905 of Hillsborough County, Florida; and

**Thirteenth Amendment to Declaration of Covenants,
Conditions and Restrictions for Hunter's Green
Page Two**

WHEREAS, the following proposed amendment to Article VIII, Section FF., to the Declaration was approved by 39,595 votes cast in favor of the amendment and 4,892 votes cast against the proposed amendment. Said amendment is created to read as follows:

Article VIII., Section FF of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is created to read as follows:

FF. Portable Recreational Equipment.

All Portable Recreational Equipment must be stored out of view from the streets and from all adjacent Properties when not in active use. Portable Recreational Equipment may not remain on a driveway or in a yard when not in active use. Portable Recreational Equipment shall include, but not be limited to basketball backboards or hoops; portable play set; ball nets; and skateboard ramps.

WHEREAS, the following proposed amendment to Article XVI, Section 15., to the Declaration was approved by 40,154 votes cast in favor of the amendment and 4,333 votes cast against the proposed amendment. Said amendment is created to read as follows:

Article XVI., Section 15 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is created to read as follows:

Section 15. Administrative Application Fee. Upon transfer of title of any Residential Unit, there shall be paid an administrative fee to the Master Association in an amount set annually by the Board of Directors of the Master Association. No new owner of a Residential Unit shall be entitled to use the Recreational Areas or granted access bar codes until the administrative fee has been paid.

CODING: New language is double underlined and language to be deleted is stricken through.

Thirteenth Amendment to Declaration of Covenants,
Conditions and Restrictions for Hunter's Green
Page Three

IN WITNESS WHEREOF, the President and Secretary of Hunter's Green Community Association, Inc. have executed this Thirteenth Amendment as of the 16 day of November, 2004.

HUNTER'S GREEN COMMUNITY
ASSOCIATION, INC., A Florida not
for-profit corporation
9456 Highland Oak Drive
Tampa, Florida 33647

Ann Johnson
Print Name: ANN JOHNSON

Rhonda Coy
Print Name: Rhonda Coy

Ann Johnson
Print Name: ANN JOHNSON

Rhonda Coy
Print Name: Rhonda Coy

By: Deborah M. Goss
Deborah M. Goss
Its: President

By: Dee Claassen
Dee Claassen
Its: Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16 day of November, 2004, by Deborah M. Goss, as President and Dee Claassen, as Secretary of Hunter's Green Community Association, Inc., a Florida not-for-profit corporation on behalf of the corporation. They are personally known to me and did not take an oath.

Ann Johnson
NOTARY PUBLIC
State of Florida at Large [SEAL]

My Commission Expires:

